

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 OVERVIEW

This requirement is in support of the U.S. Department of State (DOS) mission in Iraq, providing life support and logistics functions for DOS sites.

The current DOS sites are broken down below by regions. DOS sites within Iraq may be added or removed under this contract as future conditions change:

- Central – Baghdad Embassy Compound (BEC), to include
 - Olympia
 - Embassy Heliport (EHP)
 - ~~Embassy Annex Prosperity (EAP)~~
Note: This area may be referred to as “International Zone” or “IZ” in this document.
- Central - Baghdad Diplomatic Support Center (BDSC), at the Baghdad International Airport (BIAP)
- South – U.S. Consulate General in Basrah, to include
 - ~~Basrah Air Hub~~
- ~~North (DOS sites in this region are optional)~~
 - ~~Erbil Diplomatic Support Center (EDSC)~~

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity (IDIQ) contract, as defined in FAR 16.504 (Indefinite-Quantity Contracts), for non-commercial items. Contract types for the individual task orders will fall under one or more of the following, depending on the type, complexity, and urgency of the task order requirement: fixed-price, cost-reimbursement, labor-hour, and/or time-and-materials. If a task order will be performance-based, its requirements will be conveyed and administered at the task order level.

B.3 MINIMUM AND MAXIMUM QUANTITIES

- a) The Government shall meet the contract minimum of \$100,000.00 through the issuance of task order(s), and inclusive of all direct costs, indirect costs, and profit/fee within the contract’s five-year period of performance (base year plus four option years).
- b) The maximum for the contract five-year period of performance (base year plus four option years) shall be any quantity or combination of supplies and services not exceeding \$1,000,000,000.00 (inclusive of all direct costs, indirect costs, and profit/fee).

B.4 CLIN STRUCTURE (FUNDING)

- a) The contract will be funded pursuant to the following CLIN (contract line item number) structure:

CLIN	Description
X001	Minimum Quantity
X002	Price (fixed-price)
X003	Price (labor-hour and time-and-materials)
X004	Direct and Indirect Costs (cost-reimbursement)
X005	Fee (e.g., cost-plus-fixed-fee)

- b) CLIN X001 will be funded at the contract level if used, and CLINs X002–X005 will be funded at the task order level.
- c) The dollar amounts listed under CLINS X001 through X005 will represent obligated/allotted dollars.

B.5 SUB-CLIN STRUCTURE (ESTIMATING AND BILLING)

- a) Under each applicable CLIN, the Contractor will use sub-CLINs exclusively for estimating and billing purposes at the task order level.
- b) The following is the first-tier list of sub-CLINs:

Sub-CLIN	Description	Reference
X00XA	Reserved	
X00XB	BLiSS Support Services	Sections B.7 and C
X00XC	BLiSS Support Supplies	Sections B.8 and C
X00XD	BLiSS Program Management Office	Sections B.9, C, H.63 (Program Management), and H.64(g)

- c) The sub-CLIN, for each tier, is broken down as follows:

1st identifier = contract year
2nd identifier = static digit
3rd identifier = static digit
4th identifier = last digit of CLIN
5th identifier = sub-CLIN cost element
6th identifier (if applicable) = continuation of sub-CLIN cost element
7th identifier (if applicable) = continuation of sub-CLIN cost element
8th identifier (if applicable) = continuation of sub-CLIN cost element

For instance, sub-CLIN 0004C will be used when other direct cost in support of performance is required during the base year under a cost-reimbursement arrangement (i.e., task order or line item in a task order).

B.6 TRANSITION PERIOD

- a) All costs associated with Transition will be allocated as follows:

Labor Services- Included as part of the FFP under task order base period. Services' costs are defined as costs for direct labor activities.

Other Direct Costs- Includes as part of CPFF under task order base period. ODC are cost directed by the Government and otherwise not included in the FFP services (e.g., equipment, spares, travel, post hardship differential, danger pay, and DBA)

B.7 BAGHDAD LIFE SUPPORT SERVICES

B.7.1 Food Services. This section applies when the Contractor proposes and the Government awards the fixed-price under fixed-unit price with quantity variation arrangements (i.e., task orders or line items in a task order).

- a) Applicable to Base Year. For Contractor planning purposes, the Base Year price for food will be \$20 per person per workday for Full Authorized patrons (breakfast, lunch and dinner), and \$8 per person per day for Partial Authorized patrons (lunch only), otherwise known as the Basic Daily Food Allowance (BDFA). The cost of operations for food service during the Base Year will be provided as a separate Firm Fixed Price Offer under Section J Exhibit F Pricing Table 2 attached, which cover labor with associated costs.
- b) Applicable to Option Year 1-4. Fixed unit price (FUP) for breakfast, lunch, dinner and snack bar will be negotiated during the base year which will included cost of food and cost of operations.

B.7.2 Fuel Acquisition and Delivery Services - This section applies when the Contractor proposes and the Government awards the fixed-price under fixed-unit price with variation in quantities and economic price adjustment (EPA) arrangements (i.e., task orders or line items in a task order).

- a) The following table displays the negotiated firm fixed unit prices (FUP) per gallon and per fuel type, for delivery of fuels: the fuel to be furnished during the period specified in each task order; the delivery points; methods of deliver;, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only under the base period. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. Unit prices are effective for the base period and all option periods subject to EPA.

Items	Fuel and Delivery Sites	Base Period Estimated Gallons	Firm Fixed Price per Gallon
X00XD3A	Basrah Consulate General Basrah Storage/Issuance facility capacity projected: 138K gallons Diesel Capacity to be added in the future: 30K capacity Diesel Delivery every 3 days two tankers Diesel	1,800,000	
X00XD3B	Basrah Consulate General Basrah every 4 weeks one tanker MOGAS (assumes 8k X 2-3 or 1 x 32k Litres gallon tanker)	50,000	
X00XD3C	BDSC diesel 2 delivery points on the West End and 1 East end All deliveries pumped through the wall to storage tanks	6,600,000	
X00XD3D	BDSC MoGas 2 delivery points on the West End and 1 East end All deliveries pumped through the wall to storage tanks	165,000	
X00XD3E	BEC diesel Delivery Schedule: Daily All deliveries pumped through the wall to storage tanks 2 delivery points on the West End and 1 East end	4,500,000	
X00XD3F	BEC MoGas Delivery Schedule: Weekly All deliveries pumped through the wall to storage tanks 2 delivery points on the West End and 1 East end	320,000	
X00XD3G	Prosperity (EAP) diesel Delivery Schedule: Daily 2-210K gal fuel bags <u>RESERVED</u>	6,500,000	

Items	Fuel and Delivery Sites	Base Period Estimated Gallons	Firm Fixed Price per Gallon
X00XD3H	Prosperity (EAP) MoGas Delivery Schedule: Weekly 2-210K gal fuel bags <u>RESERVED</u>	275,000	
X00XD3I	EHP (diesel) 2 delivery points through the wall	7,200	

- b) The negotiated firm-fixed-unit-prices are in United States currency.
- c) Each negotiated firm fixed unit price is based on work descriptions provided in Exhibit A.1 Attachment 12 Statement of Objective.
- d) Each negotiated FUP consists of applicable costs, indirect costs, and profit. No other costs are included. Bulk fuel management, coordination of supply chains, order placements and administration will be captured in a separate CLINs under the Program Management Office task order.
- e) The unit of measure of each negotiated firm fixed unit price is “per gallon”.
- f) The Contractor is expected to be in compliance with applicable U.S. and GOI laws and regulations.
- g) Any costs included in the negotiated FUP shall not be charged again elsewhere under this contract.
- h) At the task order level, the awardee fixed-price will reflect the proposed FUP multiplied by the proposed and awarded number of units (gallons), respectively.
- i) The prices paid shall be the Firm Fixed Price per Gallon specified in subsequent price change modifications issued in accordance with contract clause

NOTE: Vendor delivering the fuel must ensure all delivery tickets are signed by the BLiSS contractor’s designated representative and contains the representative’s printed name, organization and the date product was received at the delivery location.

B.7.3 BLiSS Task Orders-

- a) See Section J Exhibit F Pricing Tables for Task Order 1 through 6 prices.

B.8 OTHER DIRECT COSTS

- a) For purposes of this contract, supplies' costs are defined as "direct non-labor costs/other direct costs (ODCs) and costs for materials [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)]." This does not include food items and associated sundries.
- b) Supplies' costs and their associated indirect costs will be proposed and awarded at the task order level.
- c) For supplies' costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Government will pay the actual incurred costs that the Contracting Officer determines allowable, pursuant to FAR 31.201-2 (Determining Allowability).
- d) Government payment of indirect costs under cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements is described in Sections B.7 and B.8.
- f) All costs associated with Life Support Supplies will be allocated to the following sub-CLINs under sub-CLIN X00XC:

Sub-CLIN X00XC1:	Spares
Sub-CLIN X00XC2:	Equipment
Sub-CLIN X00XC3:	Travel

Each additional supply will be assigned a distinct sub-CLIN at the task order level.

B.9 PROGRAM MANAGEMENT OFFICE (PMO) TASK ORDER

- a) For purposes of this contract, Program Management Office (PMO) costs are defined as "all direct and indirect costs associated with the contract-specified program manager labor category, and all direct and indirect costs required to manage the overall contract performance both in a domestic location and in Iraq."
- b) Examples of PMO costs may include:
 - 1. Performing program management at the contract (country-wide) and task order levels;
 - 2. Preparing contract deliverables (invoices, reports, etc.), excluding the Transition Plan;
 - 3. Communicating with the Government about overall contract performance;
 - 4. Preparing and negotiating task order proposals;
 - 5. Preparing and negotiating contract and task order modification proposals;
 - 6. Managing staff working directly on task order(s);

7. Managing logistics and establishing/overseeing supply chains for food purchasing and deliveries;
 8. Managing and coordinating supply chains, and ordering fuels for all sites;
 9. Managing subcontracts.
- c) Costs for Contractor staff leading or working on a specific task order, or Contractor staff performing the technical requirements of the contract, are not considered PMO costs.
- d) PMO costs will be proposed and awarded at the task order level.
- e) All costs associated with PMO will be allocated to the following sub-CLINs under sub-CLIN X00XD:

Sub-CLIN X00XD1A	Domestic Services
Sub-CLIN X00XD2A	Domestic Supplies
Sub-CLIN X00XD2A1	Travel
Sub-CLIN X00XD1B	Iraq Services
Sub-CLIN X00XD2B	Iraq Supplies
Sub-CLIN X00XD2B1	Travel
Sub-CLIN X00XD3A through X00XD3I	Bulk Fuel- See B.7.2 above

- f) “Domestic” is defined as the “United States, which means the 50 States plus the District of Columbia.”
- g) For domestic services’ performance, each direct labor category and its costs collectively will be assigned a distinct sub-CLIN (i.e., X00XD1A1, X00XD1A2, etc.) at the task order level.
- h) Each additional domestic supply will be assigned a distinct sub-CLIN (i.e., X00XD2A2, X00XD2A3, etc.) at the task order level.
- i) For services’ performance in Iraq, each direct labor category and its costs collectively will be assigned a distinct sub-CLIN (i.e., X00XD1B1, X00XD1B2, etc.) at the task order level.
- j) Each additional Iraq supply will be assigned a distinct sub-CLIN (i.e., X00XD2B2, X00XD2B3, etc.) at the task order level.
- k) For a given direct labor category, Post Hardship Differential Pay (if applicable – see Section B.14), Danger Pay (if applicable – see Section B.14), and DBA Insurance (see Section B.15) costs, in addition to other costs, shall each be allocated on a separate line item under the labor category’s distinct sub-CLIN.

- l) Services' costs are defined as "costs for direct labor activities, as required under Sections H.63 (Program Management) and H.64 (g)."
- m) Supplies' costs (except fuel) are defined as "direct non-labor costs/other direct costs (ODCs) and costs for materials [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)], as required under Sections H.63 (Program Management) and H.64(g)."
- n) Fuel costs are fixed unit prices subject to economic price adjustment in accordance with Clause B.18.
- o) Payment under the different contract types is described in Sections B.11 and B.12.

B.10 GENERAL PAYMENT INFORMATION

- a) At the task order level, the Contractor may be paid for or recover (if consistent with FAR Part 31 and the Contractor's disclosed cost accounting practices) allowable direct and applicable indirect costs under arrangements when cost analysis is performed and/or under arrangements when the determination, negotiation, or allowance of costs are required by a contract clause (e.g., FAR 52.216-7, FAR 52.232-7, and FAR 52.232-16) (see FAR 31.000).
- b) The Contractor may also be paid for applicable indirect costs as part of the awarded fixed-price under competitively-awarded fixed-price task orders.
- c) For cost-reimbursement arrangements and the materials portion of time-and-materials arrangements, the Contractor must estimate applicable direct and indirect costs in its task order proposals in order to be eligible to recover such costs after their incurrence after task order award. The Government will not reimburse costs for cost elements for which there are no estimated costs, except under Baghdad Task Order Operations and Maintenance Supplies, whereby the contractor will be permitted to recover all allowable actual incurred costs. Any other exceptions must be issued by the Contracting Officer.

B.11 PROVISIONAL BILLING INDIRECT COST RATES

- a) This section applies to cost-reimbursement arrangements (i.e., task orders or line items in a task order), and materials portion of time-and-materials arrangements.
- b) The following table displays the negotiated provisional billing indirect cost rates:

Indirect Cost Rate Description	Negotiated Provisional Billing Indirect Cost Rate	Allocation Base	Contractor Fiscal Year Period
1)			

2)			

- c) The Contractor may recover, if consistent with FAR Part 31 and the Contractor's disclosed cost accounting practices, allowable indirect costs.
- d) Only the Contractor's indirect cost rates are identified above.
- e) The Contractor shall be reimbursed:
 - 1. only the indirect cost rate descriptions identified in the table unless prior written approval was obtained by the Contractor's cognizant Federal agency official; and
 - 2. at the negotiated provisional billing indirect cost rates until revised billing indirect cost rates or final indirect cost rates have been established by the Contractor's cognizant Federal agency official.
- f) If any revised billing indirect cost rate or final indirect cost rate(s) established by the Contractor's cognizant Federal agency official exceeds this contract's respective ceiling indirect cost rate (see Section B.12), the Contractor shall be reimbursed at the contract's ceiling indirect cost rate.
- g) The Contractor shall make no change to its disclosed method of classifying or allocating indirect costs without the prior written approval of the Contractor's cognizant Federal agency official.
- h) The Contractor's fiscal year period is the period used by the Contractor for cost accounting purposes.

B.12 CEILING INDIRECT COST RATES

- a) This section applies to cost-reimbursement arrangements (i.e., task orders or line items in a task order), materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements.
- b) The following table displays the negotiated ceiling indirect cost rates:

Indirect Cost Rate Description	Negotiated Ceiling Indirect Cost Rate	Allocation Base	Contractor Fiscal Year Period
1)			

2)			

- c) The negotiated ceiling indirect cost rates will be compared to the respective established final indirect cost rates, and the Government shall pay the lesser of the negotiated ceiling indirect cost rates and the respective established final indirect cost rates. See Section B.11(f) for the other usage of the negotiated ceiling indirect cost rates.
- d) If the Government uses the quick-closeout procedure provided in FAR 52.216-7 (Allowable Cost and Payment), the Government will not pay indirect cost rates that exceed the respective negotiated ceiling indirect cost rates.

B.13 TRAVEL COSTS

- a) Travel under this contract is defined as Contractor air and ground transportation, lodging, meals and incidental expenses, travel time, and passport/visa costs.
- b) Travel costs shall be allocated accordingly pursuant to Sections B.6, B.8 (f), and B.9 (e). Travel must be directly related to and be required for performance of the contract. In no event shall costs associated with employees commuting be payable as a direct cost under this contract.
- c) Except as otherwise provided herein, the Contractor shall be paid its allowable travel costs in accordance with FAR 31.205-46 (Travel Costs).
- d) Travel costs are authorized only for travel beyond a 50-miles' radius of the Contractor employee's local place of performance (official duty station) whenever work is required to be accomplished at a remote work site.
- e) No travel costs (or associated labor time during travel) shall be allowable for work performed at a Contractor's local office or any other work site within a 50-miles' radius of the Contractor employee's local place of performance (official duty station).
- f) No travel costs (or associated labor time during travel) shall be allowable for telecommuting beyond (or within) a 50-miles' radius of the Contractor's local place of performance (official duty station).
- g) Costs when using a privately owned vehicle (POV) for official travel are allowable provided that such costs are reasonable and do not exceed costs that would have resulted from use of

other reasonable transportation methods (e.g., taxi, airplane, train). Reasonable associated costs, such as tolls and parking fees, are also generally allowable.

- h) When traveling in a POV for official travel, the Contractor shall be paid mileage costs at a rate that does not exceed the POV mileage rate established by the Internal Revenue Service.
- i) Costs for car rentals for official travel are allowable pursuant to the following:
 - 1. such rentals are consistent with good business practice;
 - 2. such costs are reasonable and do not exceed costs that would have resulted from use of other reasonable transportation methods (e.g., taxi, airplane, train); and
 - 3. such costs do not exceed the actual cost of renting a compact automobile (maximum of one automobile for four Contractor personnel), unless extenuating circumstances (e.g., excess baggage) require other arrangements and Contracting Officer approval is obtained.
 - 4. Reasonable associated costs, such as tolls and parking fees, are also generally allowable.
- j) After task order award under a cost-reimbursement arrangement or the materials portion of a time-and-materials arrangement, travel must be authorized in advance by the Contracting Officer's Representative or Government Technical Monitor.
- k) The following items concern passports and visas:
 - 1. The Contractor shall be responsible for ensuring that all personnel who will be required to travel outside the United States have a current and valid U.S. passport.
 - 2. The Contractor shall be responsible for obtaining any visas required for travel to foreign countries under this contract.
 - 3. The Contractor's costs for obtaining and maintaining passports and/or visas will be generally allowable, but the Contractor shall pro-rate equitably such costs if they will benefit cost objectives (e.g., contracts) other than this cost objective.
 - 4. The Government will not reimburse the Contractor for travel expenses when travel is cancelled or modified as a result of the Contractor's failure to obtain a visa.

- l) Costs for travel that have been modified or cancelled are not allowable unless such modification or cancellation was caused by the Government or otherwise exceeded the control of the Contractor.
- m) Pursuant to FAR 47.402, 47.403, and the Fly America Act, the Contractor shall use a U.S.-flag air carrier service unless specific conditions exist. If such conditions exist under a fixed-price arrangement (i.e., task order or line item in a task order), the Contractor shall submit with its task order proposal a memorandum explaining why it does not intend to use a U.S.-flag air carrier service. Inclusion of such costs in the awarded fixed-price is contingent upon Government acceptance of such explanation.

If such conditions exist under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit with its voucher a memorandum explaining why it did not use a U.S.-flag air carrier service. Reimbursement is contingent upon Government acceptance of such explanation.

- n) The costs of going from post of duty in the host country to the Washington, D.C., area shall be generally allowable when a Contractor employee must interrupt his/her overseas Temporary Duty (TDY) and return to the U.S. and the Contractor makes a written determination that such travel is necessary due to death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse. "Serious illness or injury" and "immediate family" are defined in accordance with Section 699.5 of the Uniform State/AID/USIA Regulations, in effect of the date of such travel. A copy of the written determination shall be furnished to the Contracting Officer.
- o) When, for any reason other than emergency medical evacuation (MEDEVAC), the COM determines it is necessary to evacuate the Contractor's employees, these employees' travel costs from post of duty in the host country to the Washington, D.C. area shall be generally allowable.
- p) The COR may also authorize emergency or irregular travel and transportation in other situations, when in his/her opinion, the circumstances warrant such action. In such cases, the Contractor employees' travel costs shall be generally allowable.
- q) Except as noted above, any costs resulting from a failure of a Contractor's employee to complete his/her assignment because of a personal reason shall not be allowable.

B.14 POST HARDSHIP DIFFERENTIAL PAY AND DANGER PAY

Post Hardship Differential Pay and Danger Pay, which are forms of incentive compensation, will be generally allowable. If applicable, they shall be allocated to a separate CLIN or sub-CLIN.

However, Government payment of such costs is contingent on the Contractor meeting all of the following requirements:

- a) Payment will be made only for areas identified as Post Hardship Differential Pay areas and/or Danger Pay areas in Section 920 of the Department of State Standardized Regulations (DSSR).
- b) Paying Post Hardship Differential Pay and Danger Pay is part of the Contractor's established incentive compensation plan or policy, or employer/employee agreement entered into in good faith before the services are rendered, pursuant to FAR 31.205-6(f)(1)(i) (Bonuses and Incentive Compensation).
- c) When paying Post Hardship Differential Pay and Danger Pay is part of the Contractor's established incentive compensation plan or policy, such plan or policy is followed consistently as to imply, in effect, an agreement to make such payment, pursuant to FAR 31.205-6(f)(1)(i) (Bonuses and Incentive Compensation).
- d) The Contractor's basis for paying Post Hardship Differential Pay and Danger Pay is supported, pursuant to FAR 31.205-6(f)(1)(ii) (Bonuses and Incentive Compensation).
- e) Payment of such costs is otherwise consistent with FAR Part 31.
- f) Payment will be made only for eligible employees. Eligible employees are employees:
 - i. whose country of citizenship is not in the task order place of performance; and
 - ii. whose primary residence is in an area not identified in Section 920 of the DSSR, or an area identified in Section 920 of the DSSR with an applicable DSSR percentage that is less than the respective applicable DSSR percentage for the task order place of performance.
- g) Payment for a given workweek for an eligible employee will not exceed the dollar amount resulting from multiplying the applicable DSSR percentage by the employee's basic compensation for the given workweek.
- h) The applicable DSSR percentage will be the DSSR percentage effective at the time of task order proposal(s) (or later time until task order award, if feasible) when the Contractor proposes and the Government awards the fixed-price under fixed-price arrangements (i.e., task orders or line items in a task order).
- i) The applicable DSSR percentage will be the DSSR percentage effective at the time of task order performance for arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements).

- j) An eligible employee's basic compensation for a given workweek is the dollar amount attributable to the employee as a result of the employee's productive hours and paid time off (e.g., sick, vacation, holiday) hours for the given workweek. It is the employee's base salary/unloaded compensation for the given workweek. However, such compensation must:
 - i. benefit the task order; and/or
 - ii. be an equitable amount that is necessary to the overall operation of the business, although a direct relationship to any particular cost objective (e.g., task order) cannot be shown.
- k) The number of hours included in an eligible employee's basic compensation for a given workweek cannot exceed the number of hours for the task order's normal workweek.
- l) Basic compensation included in the negotiated firm-fixed-unit-prices in Section B.7 (b) consists of each eligible employee's negotiated base salary/unloaded compensation for the contract period of performance.
- m) Basic compensation will consist of proposed (or later time until task order award, if feasible) base salary/unloaded compensation for labor-hour arrangements and the time portion of time-and-materials arrangements.
- n) Basic compensation will consist of actual incurred base salary/unloaded compensation for arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements).
- o) An eligible employee may receive Post Hardship Differential Pay and Danger Pay during paid time off only when the employee takes paid time off in the task order place of performance or in another Post Hardship Differential Pay and Danger Pay area, respectively. When an eligible employee takes paid time off in another Post Hardship Differential Pay and/or Danger Pay area, payment will be based on the applicable DSSR percentage(s) for the task order place of performance.
- p) Payment of Post Hardship Differential Pay for an eligible employee will not commence until the eligible employee has served 42 calendar days in the task order place of performance. Payment will commence on the first productive or non-productive day after day 42, and will be retroactive to day 1 served unless Iraq is removed from Footnote N in the Post Classification and Payment Tables in Section 920 of the DSSR (in which case, payment will not be retroactive). The 42 calendar days are not required to be consecutive, and "served" consists of productive time, paid time off, and time otherwise spent in the task order place of performance.
- q) Payment of Post Hardship Differential Pay for an eligible employee will conclude when the eligible employee departs the task order place of performance, unless such departure is to another Post Hardship Differential Pay area during paid time off.

- r) For Post Hardship Differential Pay, when an eligible employee has not yet served 42 calendar days and returns to the task order place of performance after an absence from the task order place of performance, the number of days served resumes on the day of return. For example, if an eligible employee served 30 calendar days in the task order place of performance and departed the task order place of performance for 14 days, the day of return (day 44) will be considered day 31 of days served.
- s) Payment of Danger Pay for an eligible employee will commence on the day of arrival in the task order place of performance and conclude on the day of departure from the task order place of performance, unless such departure is to another Danger Pay area during paid time off.

B.15 DEFENSE BASE ACT (DBA) INSURANCE

- a) Defense Base Act (DBA) Insurance costs shall be included in the the task order fixed price. ~~allocated to a separate CLIN or sub-CLIN.~~
- b) The Contractor will have a DBA self-insurance program approved by the Department of Labor or an insurance policy with an insurance company approved by the Department of Labor. Approved providers can be found at the Department of Labor website <http://www.dol.gov/owep/dlhwc/lscarrrier.htm>.
- c) Payment will be made only for performance occurring outside the United States of America.
- d) Payment will be made only to covered Contractor and subcontractor employees. They are:
 - United States citizens or residents;
 - hired in the United States or its possessions, regardless of citizenship; or
 - local nationals and third country nationals where task order performance takes place in a country where there are no local worker's compensation laws.
- e) DBA Insurance costs included in the proposed and awarded fixed-price under fixed-price arrangements (i.e., task orders or line items in a task order) will reflect each covered employee's proposed and awarded taxable compensation, respectively, for the task order period multiplied by the DBA Insurance rate negotiated in the Contractor's DBA Insurance policy or established in the Contractor's DOL-approved self-insurance program.
- f) For arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), Government payment of DBA Insurance costs will reflect each covered employee's actual incurred taxable

compensation multiplied by the DBA Insurance rate negotiated in the Contractor's DBA Insurance policy or established in the Contractor's DOL-approved self-insurance program.

- g) The employee's taxable compensation for the period is:
- the amount that benefits the task order(s); or
 - an equitable amount that is necessary to the overall operation of the business, although a direct relationship to any particular cost objective (e.g., task order) cannot be shown.
- h) "Taxable compensation" is compensation considered by the Internal Revenue Service as gross income for income tax purposes (e.g., Unloaded Labor, Bonus, Post Hardship Differential Pay, and Danger Pay).

B.16 OVERTIME

Generally, for the firm fixed price task orders, the Government will not pay additional for overtime. The below only pertains to any task orders issued as other than a fixed-price arrangement.

- a) Overtime is defined as time worked in excess of the number of hours in a normal workweek.
- b) "Number of hours" includes productive time hours, travel time hours, and paid time off hours (e.g., sick, vacation, holiday).
- c) "Productive time hours" consist of hours that, other than travel time hours, directly benefit the contract.
- d) "Travel time hours" consist of hours spent by the employee traveling to or from authorized work locations. See Section B.13 (j) for further information.
- e) A normal workweek is to be negotiated in Section B.7 (g) under each task order.
- f) Payment for overtime must be authorized in writing by the Contracting Officer or his designated representative prior to the employee performing any overtime.
- g) Payment for overtime must not conflict with any Contractor uncompensated overtime policy or practice.
- h) For labor-hour arrangements and the time portion of time-and-materials arrangements, any Government payment for Contracting Officer-authorized-employee overtime will be made at the fixed fully-loaded hourly labor rates negotiated in the task order for normal workweek performance.

- i) For cost-reimbursement arrangements and the materials portion of time-and-materials arrangements, any Government payment for Contractor employee overtime will be made at the actual incurred hourly labor rate that the Contractor pays the Contracting Officer-authorized employee and determined allowable by the Contracting Officer. Such payment will be based on law, regulation, and Contractor policy or practice.
- j) A Contracting Officer-authorized employee is a Contractor employee who has been granted permission by the Contracting Officer to work overtime.
- k) The Government generally discourages overtime, so the Contractor agrees to use its best efforts to avoid (and when applicable, control) overtime.

B.17 DATA OTHER THAN CERTIFIED COST OR PRICING DATA

The Government did not require and rely upon certified cost or pricing data, as described in FAR Subpart 15.4, for award of the contract because adequate price competition had been obtained. Instead, where applicable, the Government required and relied upon data other than certified cost or pricing data.

B.18 ECONOMIC PRICE ADJUSTMENT (APPLICABLE TO FUEL ACQUISITION)

(a) **WARRANTIES.** The Contractor warrants that—

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this contract.

(b) **DEFINITIONS.** As used throughout this clause, the term—

(1) Award price - the unit price offered by the Contractor and set forth opposite the item in the Schedule.

(2) Reference price - the market price, this is either published in an independent publication or supplied by the Contractor, with which the award price is to fluctuate. The reference price should be a market price for the same or similar product(s) as the item being purchased.

(3) Date of delivery means - The date product is received.

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be based on the same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is—

(i) The average of the prices published in _Platts Oilgram. See
<http://www.platts.com/Products/oilgrampricereport>,
<http://www.platts.com/Products/asiapacificarabgulfmarketscan>

(ii) The established price posted by the Iraqi Ministry of Oil, Oil Products Distribution Company (OPDC). See
http://wiki.openoil.net/index.php?title=Iraqi_Ministry_of_Oil

(3) COMMERCIAL. For price adjustments utilizing commercial publications such as Platts Oilgram, etc., the reference price in effect on the date of delivery shall be that item's reference price that is in effect for the dates in the Table below.

If an effective date is not cited in a publication, then the date of publication shall apply. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal. In the event of a holiday for which an effective date is not used, the latest effective price(s) prior to the effective date shall be used.

NOTE: Platts issues corrections to its published prices on a regular basis. Platts posts corrections to its website (www.platts.com) for its subscribers. If a correction to a reference price is found on the Platts website, all of the items that use that reference price will be corrected. The Department of State (DoS) will correct any other reference prices, as notice of the correction is received. DoS will work with the pricing services to determine the appropriate price, whenever an offeror or contractor can show that the price referenced should be reviewed.

(4) NONCOMMERCIAL (NOTIFICATION). For price adjustments utilizing a reference price indicator other than commercial publications such as Platts Oilgram, the Contractor shall notify the Contracting Officer (CO) of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) INCREASES. Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the CO of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the CO.

(ii) DECREASES. If the Contractor fails to notify the CO of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor

for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is the Contractor's established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for its catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) MODIFICATIONS. Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DOS ENERGY web page at <http://www.desc.DoS.mil/> under the heading Vendor Resources and then Product Price Adjustments.

(e) FAILURE TO DELIVER. Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Excusable Delays and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the this contract in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT. The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 200 percent of the award price, except as provided hereafter:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the CO in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the CO.

(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the CO issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the CO shall so promptly notify the Contractor in writing.

(g) REVISION OF REFERENCE PRICE INDICATOR. In the event—

(1) Any applicable reference price is discontinued or its method of derivation is altered substantially;

(2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;

(3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; or

(4) The CO determines that the reference price consistently and substantially failed to reflect market conditions—the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(h) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the **CONVERSION FACTORS** clause, apply unless otherwise specified in the Schedule.

(i) **EXAMINATION OF RECORDS.** The Contractor agrees that the CO or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the CO deems necessary to verify Contractor adherence to the provisions of this clause.

(j) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

SECTION C – STATEMENT OF WORK

C.1 STATEMENT OF WORK

C.1.A Background

This requirement is in support of the U.S. Department of State (DOS) mission in Iraq, providing life support and logistics functions for DOS sites. This document defines the general contract scope and will serve as the basis for all task orders issued for support services

This SOW establishes general Contractor requirements for Baghdad Life Support Services (BLiSS) contract for support functions to the DOS in the country of Iraq. The Contractor shall furnish all supervision, labor, housing (unless provided by the USG for a limited number of contractor employees providing critical services as detailed in Section J Exhibit A.1 Attachment 6), and transportation required for the satisfactory performance of work, as specified in each task order.

The current DOS sites are broken down below by regions. DOS sites within Iraq may be added or removed under this contract as future conditions change:

- Central – Baghdad Embassy Compound (BEC), to include
 - Olympia
 - Embassy Heliport (EHP)
 - ~~Embassy Annex Prosperity (EAP)~~
Note: This area may be referred to as “International Zone” or “IZ” in this document.
- Central - Baghdad Diplomatic Support Center (BDSC), at the Baghdad International Airport (BIAP)
- South – U.S. Consulate General in Basrah, ~~to include~~
○ ~~Basrah Air Hub~~
- ~~North (DOS sites in this region are optional)~~
○ ~~Erbil Diplomatic Support Center (EDSC)~~

The Government reserves the right to expand the list of sites within Iraq during the life of this contract. This may be in the form of a comprehensive assignment of BLiSS tasks to a specific location, or a menu of tasks assigned on an as-needed basis.

The BLiSS Statements of Objectives (SOO) are furnished in Section J Exhibit A.1. Each SOO defines the objectives by services and site locations. Offerors shall propose a Performance Work Statement (PWS) and identify all performance metrics, as a part of their technical proposal for evaluation for each site (BEC/IZ, BDSC and Basrah).

Current life support for these sites is provided by the U.S. Army Materiel Command's "LOGCAP IV" (Logistic Civil Augmentation Program), Defense Logistics Agency (DLA), and Army Sustainment Command (ASC) Green Equipment Maintenance contract. These contracts and arrangements are due to end in December 2013. The intent is to award this contract prior to May 1, 2013 and transition to a new DOS contract no later than October 1, 2013.

C.1.B A general description of each site is provided below:

Baghdad Embassy Compound (BEC)–

The BEC is located in the International Zone (IZ) in Baghdad, Iraq and consists of 104 acres. This is the largest U.S. Embassy in the world. The mission of the United States Embassy in Baghdad is to represent the United States of America to the Government of Iraq (GOI). The U.S. Ambassador COM (Chief of Mission) is the U.S. President's representation to the GOI.

The BEC contains several different dining facilities: 2 major cafeterias with one on the main Embassy compound and the second at Camp Condor, and 3 snack bar operations located in the Embassy compound.

The main dining facility cafeteria area on the Embassy Compound is a 3,000 square meter facility that currently has a feeding and seating capacity of roughly 2,500 personnel. This area does not include the various refrigerated vans and containers used for storage of frozen, chilled and dry storage of food, or supplies. The dining area is 2100m², kitchen 760m², and serving lines 460m². The food preparation areas and equipment are state-of-the-art, and all equipment and furnishings are in serviceable condition. Additional feeding capacity projects are being contemplated to accommodate personnel surges. The maximum occupancy on the BEC is 2600, while Camp Condor houses 1129 and has its own dining facility.

Currently, Local Nationals (LNs) are only entitled to lunch meals, not breakfast or dinner. The largest feeding requirement occurs during lunch time on week days as LN direct hire personnel are entitled to eat lunch meals. Three snack bar operations located on the Embassy compound (1 within Annex 1, 1 in Annex 2, and 1 in the Chancery) alleviate the feeding demand during the lunch meal at the cafeterias. Two of the snack bar operations serve only cold sandwiches and hot soup. The Annex 1 snack bar is equipped with a grill that provides a hot entrée lunch item 5 days a week: Sunday through Thursday.

See Section J Exhibit A.1, Attachment 1 for the latest information regarding Sites' hours of operations and patron traffics. Should there be a conflict of information regarding food service requirements between Section C and the Section J Exhibit A.1, Attachment 1 (Food SOO), the Food SOO takes precedence.

When IZ is used in this document, it includes the BEC, Camp Olympia, EAP, Camp Condor and the Embassy Heliport, unless otherwise stated.

Diplomatic Security Man Camp (Camp Condor). Considered part of the Baghdad Embassy Compound and located adjacent to it, is the Diplomatic Security (DS) Man Camp, Camp Condor. The site houses approximately 1,200 people. Camp Condor contains five one-megawatt backup generators, a water treatment system with two wells and a waste water treatment plant. The Condor DFAC is a 1600 square meter facility that serves 1,200 residents three meals per day, consisting of a dining area, kitchen and serving lines. The food preparation areas and equipment are state-of-the-art, and all equipment and furnishings are in serviceable condition.

Camp Olympia –

Is a 45-acre site, consisting of the Embassy HeliPort (EHP), the RSO Firing Range, and lay down Yard, located within the International Zone.

Embassy Heliport –

Located within the International Zone, consists of a landing strip, control tower, passenger control area, hangar, and a large concrete apron for rotary wing operations.

~~EAP~~

~~Located within the International Zone with 2600 occupants currently, consists of two CAC locations, a fuel farm, a refugee and RSO vetting area, a vehicle maintenance area, a snack bar operations, and a dispatch/wash rack area.~~

Baghdad Diplomatic Support Center (BDSC) –

This is a 350-acre State Department-managed facility located next to the Baghdad International Airport (not within the IZ). BDSC is the U.S. Mission to Iraq's primary platform for aviation, medical, maintenance, munitions storage, and property disposition services.

Currently, BDSC houses 41 individual agencies or groups, totaling approximately 1,600 personnel. The BDSC dining facility is a 2244 square meter facility that serves 1,800 residents and transient personnel three meals per day. A Snack Bar (soup and sandwich bar) is open 14 hours daily (0830 – 2230). The dining area is 1182 sq meters, kitchen 531 sq meters (warehouse 531 sq meters, which is connected to the kitchen) and serving lines 55 linear meters. The food preparation areas and equipment are state-of-the-art, and all equipment and furnishings are in serviceable condition.

~~Erbil Diplomatic Support Center (EDSC)~~

~~This is provided for information only—EDSC is not part of the solicitation and is considered OPTIONAL, i.e. the DOS may choose to add EDSC as an additional site at a later time.~~

~~EDSC is a 276-acre compound that supports the logistic and programmatic needs of the Erbil Consulate General. It has an office building, gym, warehouse, motor vehicle center, 800-plus containerized housing units (CHUs), a fire station and other facilities. The EDSC DFAC is a 915-square meter facility that serves 790 residents three meals per day the dining area is 423 square meters (m2), kitchen 376 m2, and serving lines 116 m2.~~

~~The food preparation areas and equipment are limited to some cooking and reheating, and all equipment and furnishings are in serviceable condition.~~

U.S. Consulate General Basrah -

The Consulate is located on 153 acres, with the Consulate General occupying 119 acres and the Air Hub occupying 34 acres. The Consulate area has a warehouse, a dining facility, and offices, while the Air Hub consists of a passenger waiting area, a landing strip, hangar as well as a fire station and housing for firefighters.

The Basrah dining facility currently serves 877 residents three meals per day. The food preparation areas and equipment are state-of-the-art, and all equipment and furnishings are in serviceable condition.

C.1.C Objectives

Life Support- The life support services requirements may include services in the following areas as specified under each individual task orders:

- Postal Services
- Food Services, to include
 - Procurement of food and supplies
 - Planning
 - Financial Management
 - Storage
 - Preparation
 - Serving
 - Cleaning of facilities
- Waste Management, to include
 - Demilitarization Operations
- Fuel Services, to include
 - Procurement
 - Delivery
 - Planning
 - Supply chain oversight and reporting
- Recreation Services
- Airfield Services to include
 - air crash and rescue
 - airfield maintenance
- Transportation Services

- Warehouse Operations
- Supplemental staffing and maintenance services to Regional Security Office (RSO)

The Contractor shall comply with U.S. and GOI laws and regulations. The Contractor shall also plan for and provide all personnel, transportation, supervision, and other items and services necessary to accomplish the requirements of this contract. The Contractor shall insure adequately trained personnel are available to meet the stated workload to avoid delays to work services throughout the contract.

Normal Work Week- A normal work week varies by site and individual service sector. Mission Iraq's normal work week is Sunday through Thursday, with weekends occurring on Friday and Saturday. USG employee direct hires normally work 40-hour work weeks Sunday through Thursday. Contractor personnel living off site will likely have different normal work week hours versus critical service contractor personnel living on site. Each site has restricted access, which could change depending on the GOI mandates. Currently, access into the IZ is restricted from 12 am to 6 am. Basrah site access is restricted from 7 pm to 7 am. BDSC site access is restricted from 8 pm to 7 am. Service hours of operation (e.g. Fire Protection versus Postal Operations) will likely determine different normal work weeks for contractor employees.

Program Management- The Contractor will be required to establish and perform program management functions that cover the overall resulting task orders issued under this contract. The PMO Statement of Objectives (SOO) is provided Section J Exhibit A1 Attachment 11 ensures the DOS receives quality performance, timely services, effective cost controls, and transparency throughout the life of this contract.

The Contractor shall develop a LN hiring program as specified under each task order in order to "normalize"¹ Embassy operations in Iraq and to further establish faith and good will with the country of Iraq. The Contractor shall begin with a baseline of 50% LNs workforce at the start of the base period in Basrah and IZ (but not BDSC).

The Department of State will not provide Life Support Areas (LSA) to the contractor. The Contractor is responsible for establishing sufficient housing for non-critical personnel required to live outside the DOS sites. . Embassy Air, a US DOS air courier & transportation service in Iraq may be used through coordination with DOS COR (Contracting Officer's Representative)/GSO (General Services Officer) or designated representative at a fair and reasonable cost per person as listed under each task order. These services are available to move employees throughout the country of Iraq. The cost of the initial personnel transition will be borne by DOS.

The Government will not be providing personal protective equipment (PPE) or uniforms. The Contractor shall provide appropriate uniforms and safety clothing per service sector. E.g. uniforms for food service personnel or firefighters, must meet industry standards, be easily identifiable and be clean and neat in appearance. Uniforms for Firefighting personnel shall be

¹ "Normalize" is a concept that is mentioned frequently in this document. The term references an effort by the DoS to bring the conditions and operations of the Embassy and its consulates in Iraq into an environment that is more in line with how U.S. embassies operate around the world.

flame resistant and appropriate for extreme seasonal temperatures in Iraq. The Contractor shall provide Firefighters with firefighting PPE such as turn out gear, boots and helmets. Uniforms for food service worker must have employee names. Sufficient quantity of uniforms must be available to provide for uniforms being laundered or in case of a mishap and a change is required.

Facilities Clearance- The offeror/contractor shall possess an active Facility Clearance issued by the Defense Security Service, at the Secret level prior to submission of proposal. Positions as designated by task order and will require personnel to possess one of the following prior to contract performance: Secret personnel security clearance, Moderate Risk Public Trust (MRPT) certification. Local Nationals shall be vetted by the Regional Security Officer as shown elsewhere in this contract. All contractor personnel must possess the proper clearance or certification prior to contract performance.

Definitions-

- Contracting Officer's Representative (COR) -- A Federal employee to whom a Contracting Officer has delegated authority in writing to act as his or her representative in monitoring specified aspects of contractor performance. These aspects may include ensuring that the contractor's performance meets the standards set forth in the contract, ensuring the contractor meets the technical requirements under the contract by the delivery date(s) and/or within the period of performance, and ensuring that the contractor performs within the price or estimated cost stated in the contract.
- Emergency Services - Work orders which require immediate attention. May require working other than the standard work hours or work days. Contractor is required to respond to call within a reasonable time, but not later than within 4 hours and take action to minimize the emergency situation.
- Facility Clearance (FCL) - An administrative determination that a contractor facility is eligible for access to classified information at the same or lower classification category as the clearance being granted, either CONFIDENTIAL, SECRET, or TOP SECRET level.
- Facility/System Replacement - Design, acquisition, installation and/or construction of an entire facility and/or system (e.g. - replacing or repaving a road; replacing a system such as a whole building chiller; construction of a new building; addition to the footprint of an existing building.)
- General Instructions - Instructions, directives and guidelines that apply to all personnel.
- Independent Verification and Validation (IV&V) - Independent procedures performed by a disinterested third party that are used together for checking that a product, service, or system meets requirements and specifications and that it fulfills its intended purpose.
- International Zone (IZ) - A 10 square kilometers (3.9 sq mi) area of central Baghdad, Iraq, that was the governmental center of the Coalition Provisional Authority and remains the center of the

international presence in the city. Its official name beginning under the Iraqi Interim Government was the Green Zone.

- Local Nationals (LNs) - Personnel who are indigenous to the area of operations.
- Normalization - refers to the effort by the DOS to bring the conditions and operations of the Embassy and its consulates in Iraq into an environment that is more in line with how U.S. embassies operate around the world.
- Platts - A source of benchmark price assessments for commodity markets, including petrochemicals. Refer to <http://www.platts.com/>.
- Third Country Nationals (TCNs) - TCN or Third Country National - those personnel of a separate nationality to both the contracting government and the AO or "Area of operations".

SECTION D – PACKAGING AND MARKING

D.1 MARKING OF REPORTS

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (a) Name and Business address of the Contractor;
- (b) Contract number and delivery order number, if applicable;
- (c) Date of report; and
- (d) Program office(s).
- (e) Classification, Sensitivity or Handling Instructions

D.2 RESERVED

D.3 PACKING LIST(S)

A packing list or other suitable shipping document shall accompany each shipment and shall include the following information:

- (a) Name and address of consignor.
- (b) Name and address of consignee.
- (c) Government contract number (and delivery order number, if used).
- (d) Government bill of lading number covering the shipment, if any.
- (e) Description of the items shipped, including item number, quantity, number of containers, and package number, if any.

D.4 WARRANTY NOTIFICATION

In accordance with FAR 46.706 (b)(5), the Contractor shall stamp or mark the supplies delivered, or otherwise furnish notice with the supplies, of the existence of a warranty, if any. Sufficient information shall be presented duration of the warranty and the name and telephone number of the Contracting Officer to be notified if the supplies are found to be defective.

D.5 DATA PACKAGING REQUIREMENTS (11/96)

- (a) All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- (b) Classified reports, data, and documentation shall be transmitted via the Regional Security Office or COR via DOS approved channels only.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov/far
DOSAR: www.statebuy.state.gov/DOSar

Clause	Title	Date
52.246-2	Inspection of Supplies – Fixed Price	Aug 1996
52.246-3	Inspection of Supplies – Cost-Reimbursement	May 2001
52.246-4	Inspection of Services – Fixed-Price	Aug 1996
52.246-5	Inspection of Services – Cost-Reimbursement	Apr 1984
52.246-6	Inspection – Time-and-Material and Labor-Hour	May 2001
52.246-16	Responsibility for Supplies	Apr 1984

E.2 ACCEPTABLE LEVELS OF PERFORMANCE

The Contracting Officer and his/her representatives are responsible for acceptance and inspection of the Contractor's effort under this contract.

E.3 CONTRACTOR SELF REPORTING OF NON-COMPLIANT SERVICES

The Contractor shall identify and explain the cause of any non-compliant action and the Contractor's plan to resolve the issue(s).

E.4 INSPECTION AND ACCEPTANCE –SERVICES

Inspection and acceptance of the services to be provided hereunder shall be made by the Contracting Officer's Representative.

Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract.

SURVEILLANCE

(a) The Contractor shall develop a Quality Assurance Plan that tracks negative trends in performance and safety, as reported by COR, clients, patrons, the recipients of services either direct or indirect. The Contractor will set up a system for collecting complaints, categorizing and sorting by service sector, by task order. This reporting will be included in a monthly to DOS. Preferably, this system will be part of the PMO automated reporting, such as a Dashboard.

(b) The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

STANDARD

(a) The Contractor will take action to resolve negative trends in a time period that is agreed upon by DOS and the Contractor. With failure to correct such trends in a timely manner may result in the Contracting Officer taking appropriate action to enforce the inspection clause (52.246-4, Inspection of Services-Fixed Price).

(b) The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996)), if any of the services exceed the standard.

PROCEDURES

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION F – DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov/far

DOSAR: www.statebuy.state.gov/DOSar

Clause	Title	Date
52.211-8	Time of Delivery	Jun 1997
52.242-15	Stop-Work Order	Aug 1989
52.242-15	Stop-Work Order Alt. I	Apr 1984
52.242-17	Government Delay of Work	Apr 1984
52.247-30	F.O.B. Origin	Feb 2006
52.247-34	F.O.B. Destination	Nov 1991
52.247-35	F.O.B. Destination, within Consignee's Premises	Apr 1984
52.247-48	F.O.B. Destination – Evidence of Shipment	Feb 1999

F.2 PERIOD OF PERFORMANCE

This contract is comprised of up to 210-days transition period depending on the task, plus the first year base period and four, one-year option periods.

The CO can extend the term of the contract for an additional six months in accordance with FAR 52.217-8, Option to Extend Services clause contained in Section I of this contract.

F.3 NOTICE OF CONTRACT AWARD

After receiving the Notice of Contract Award in writing from the CO, the Contractor shall provide all representation, certifications and deliverables required by the contract. Upon the acceptance of these documents, the Contracting Officer shall then issue a Notice to Proceed and at that time the Contractor shall begin transition under task orders. The Contractor shall, upon completion of the Transition Period, assume full responsibility for the performance of this contract.

F.4 DELIVERABLES

Upon issuance of applicable task order(s), the Contractor shall provide the following deliverables in the timeframe and format prescribed. The CO shall notify the Contractor in writing of any additional deliverables that may arise during contract performance.

CONTRACTOR DELIVERABLES	DUE DATE	NOTES
DD254 Facility Clearance	Upon Award/Notice To Proceed + 10	For Approval
Deploying personnel entered into SPOT	5 working days prior to individual deployment date	For Approval
Final Transition Plan with Deployment Plan	Award +20	For Approval
Final Housing Plan	Award +30	For Approval
First Food Operations Plan	Award +30	For Review
Final Food Operations Plan	Review +45	For Approval
First Fuel Operations Plan	Award +30	For Review
Final Fuel Operations Plan	Review +30	For Approval
Revised Program Management (PM) Plan	Award +10	For Review
2 nd Draft PM Plan	Review +10	For Review
Final PM Plan	Review +10	For Approval
Key Personnel/Report for Duty	Award +45	
Initial Staffing Plan	Award +20	For Review
Initial Individual Security Vetting List (~30%)	Award +20	For Review/Approval
Final Staffing Plan	Review +20	For Approval
Follow-on Ind. Security Vetting List (~30%)	Review + 20	For Review/Approval
Final Ind. Security Vetting List (~40%)	Review +20	For Review/Approval
Associate Contract Agreements	Award +30	For Review/Approval
Safety Plan	Award + 60	For Approval
Personnel onsite at >85%	Award +60	
Personnel onsite at 100%	Award +90	
Cost Control Plan	PMO TO Start +30	For Approval
Formal Quality Assurance Plan	PMO TO Start +30 for Review + 20 for Approval	For Approval

Associate Contract Agreements	As required	For Review/Approval
Inventory of Supplies, Equipment, Tools, Material	TO Start +30; and monthly management thereafter	For Review/Approval
Property Disposition Inventory (BDSC)	TO Start +120	For Review/Approval
Monthly Operations Report	5 th working day of each Month	
Quarterly Program Management Meeting/Reports	To be scheduled	
Annual Program Management meeting/report	To be scheduled	
Bi-Weekly Activity Report	Every other Sunday COB	
Airfield Operations Report	Daily	
Aviation Security Screening Report	Weekly	
Cafeteria Menu Daily/ Monthly Calendar Forecast	Daily/Monthly	
Census Report		
Cost Variance Report	Monthly for Cost Type CLINs	
Food Service Tracking Report	Daily	
Fuel Delivery Report	Monthly by sites	
Incident Report	Daily and “case by case basis”	
LN Utilization Report	Monthly	
Personnel Status Report	Daily- by site including R&Rs	
Recreation Service Usage Report	Monthly	
Quality Assessment and Compliance Report	Per invoice	
Proof of Insurance (H.4; H.5)	Award +45	For Review
Shuttle Bus Service Report	Daily	
Staffing Report	Monthly	
Property Reports	As Required/ TBD	
ZBV Operational Status Report (RSO Support)	Daily	

Demobilization Plan (Final)	PMO TO Start +30	For Review/Approval
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Definitions –

Award - The date contract is awarded OR the Notice to Proceed is signed.

TO Start – The date Task Orders are signed.

For Review – Provided to DOS for review and comment

For Approval – Provided to DOS for Approval and Acceptance

Incident Reports (Daily or on a case by case basis for site emergencies as required) - Reports to convey incidents regarding the Government equipment or materials, or external influences to the ground and property; or disruption or degradation of services. This include fire incidents.

Operations Report (Monthly) –Report that detail significant events, incidents and activity that occurred during the month (i.e. metrics, Emergency Contact Lists for Contractor On-Site, Key Personnel, R&R coverage, and updates to the Material Safety Data Sheets (MSDS) Files

Program Management Report - Summary of individual commitments, corresponding line item costs and accumulated dollar total spent, manpower, program management, contract administration, planning and or implementation, Cost variance explanations, performance as applicable

Activity Reports (Bi-Weekly) – e.g. vehicle operator maintenance, work request activities, training conducted, disposal of non-hazardous waste, medical screening, planned recreational service activities, and postal operations.

Inventory of Supplies, Equipment, Tools, Material and Containers(Monthly) - this is listed in F.4 but provides frequency and describes what should be included Monthly Inventory of all USG equipment provided to the BLiSS contractor to operate and safeguard but not maintain as well as equipment purchased by the contractor to operate and maintain

Personnel Status report (Daily) – Count of US,TCN and LN staff that accounts for all personnel by site, on R&R, etc.

Staffing report (Monthly) - Includes US/TCN and LN direct hires and sub-contractors assigned to the various BLiSS services by site, with indications as to who lives on site and who lives off site

Census Report: Summarized report that Includes the list of direct hires and contractor counts broken down by US,TCN and LN and site. Contractor information includes contract number and company name.

Cost Variance Report (Monthly) - Report that includes changes or variances to established budgets and or proposals for cost reimbursable CLINs.

Food Service tracking report (Daily) – Report that includes number of meals served (breakfast, lunch and dinner) at each cafeteria and snack bar along with seating and feeding capacities indicated

Recreation Service Usage Report (Monthly) – Number of personnel using recreational service facilities at State sites broken down by 3 hour blocks

Shuttle Bus Service Report (Daily) - Report of personnel using the shuttle bus service

LN Utilization Report (Monthly) – Report that provides a trend for LN hiring against established contractor targets providing a %LNs utilized by BLiSS service

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF ADMINISTRATIVE CONTRACTING OFFICE

This contract will be administered as follows:

Contracting Officer (CO):

Schlienz, Don F
Department of State
Office of Acquisition Management
A/LM/AQM/IT, SA-6
1701 North Fort Myer Drive
Arlington, VA 22209
Office: (703) 875-5363

Administrative Contract Specialist:

Department of State
Office of Acquisition Management
A/LM/AQM/IT
Attn: Stephen Law
1701 North Fort Myer Drive
Arlington, Virginia 22209
Office: (703) 516-1961

Written communications regarding the administration of this contract shall make reference to the contract number and shall be mailed to the above address or emailed to Laws2@state.gov.

G.2 CONTRACTING OFFICER (CO)

The CO has sole authority to modify the terms of this contract. The Contractor is responsible for ensuring that all modifications to or deviations from contract requirements are approved by the CO. The CO will appoint the usual and customary contracting representatives, such as a Contracting Officer's Representative (COR) and Government Technical Monitors (GTMs) to help carry out the CO's responsibilities under this contract.

G.3 CONTRACTING OFFICERS REPRESENTATIVE DOSAR 652.242-70 (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such

designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR will be identified following Contract Award.

G.4 GOVERNMENT TECHNICAL MONITORS (GTM)

A GTM may be designated to provide technical monitoring, advice and assistance, in the monitoring and evaluation of a contractor's performance at separate consular locations. The GTM is appointed by the CO.

G.5 INVOICE AND REPORTING REQUIREMENTS

The Contractor is required to provide a hard copy and an electronic copy of each invoice. The electronic copy shall be generated in Microsoft Excel 2007®. The Contractor shall be required to work closely with the Government to track, report, and invoice costs to facilitate effective program and project management over the life course of this contract.

The contractor shall prepare and submit a monthly Cost Analysis Report in Microsoft Excel.

The report is due no later than the 10th day following the last day of the reporting month. The contractor will work with the Government to finalize a format.

The contractor shall submit all invoices on a monthly basis within 30 days after the end of the billing month. Supporting documentation shall be submitted to substantiate all cost reimbursable expenses.

G.6 REQUIRED INVOICE INFORMATION

- a) The invoice shall contain all information required in Sections G and I, including, when applicable, FAR 52.216-7 (Allowable Cost and Payment) and FAR 52.232-7 (Payments under Time-and-Materials and Labor-Hour Contracts).
- b) The invoice shall include a listing of each service and supply in accordance with the CLIN and sub-CLIN structure identified in Sections B.4 through B.8.
- c) The invoice shall list, in part, the following:
 - Contract's maximum quantity
 - Billed total for each CLIN (contract-wide)
 - Billed total for each sub-CLIN (contract-wide)
 - Contract-year-to-date billed
 - Contract-year-to-date paid by Government

- Contract cumulative billed (since contract effective date)
 - Contract cumulative paid by Government (since contract effective date)
 - Task order name
 - Task order number
 - Task order obligated dollar amount
 - Billed total for the CLIN (for the task order)
 - Billed total for each sub-CLIN (for the task order)
 - Task order-year-to-date billed
 - Task order-year-to-date paid by Government
 - Task order cumulative billed (since task order effective date)
 - Task order cumulative paid by Government (since task order effective date)
- d) For fixed-price arrangements (i.e., task orders or line items in a task order) when payment is made not based on actual costs incurred, the Contractor shall submit the monthly apportionment of the awarded fixed-price. The monthly apportionment shall be the awarded fixed-price for the task order period divided by the number of months in the task order period. For example, if a task order includes a base period of one year, the monthly apportionment during the base period shall be the awarded fixed-price for the base period divided by 12 months.
- e) For each direct labor cost under labor-hour arrangements and under the time portion of time-and-materials arrangements, the Contractor shall submit the following:
- Contract-specified labor category
 - Internal labor category/employee title
 - Name of employee
 - Negotiated fixed fully-loaded hourly labor rate
 - Actual incurred hours
 - Subtotal
- f) For each direct labor cost under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, the Contractor shall submit the following:
- Contract-specified labor category
 - Internal labor category/employee title
 - Name of employee
 - Actual incurred unloaded hourly labor rate
 - Actual incurred hours
 - Applicable provisional billing indirect cost rate description
 - Negotiated applicable provisional billing indirect cost rate(s)
 - Provisional billing indirect cost
 - Subtotal

g) For each supply (i.e., direct non-labor cost/other direct cost (ODC) and material [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)]) under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit the following:

- Description of the supply
- Actual incurred unit cost
- Unit of measurement
- Actual incurred units
- Applicable provisional billing indirect cost rate description
- Negotiated applicable provisional billing indirect cost rate(s)
- Provisional billing indirect cost
- Subtotal

h) For travel costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall include a Travel Expense Report (TER) by trip that includes a daily breakdown of all actual incurred travel costs. The breakdown shall consist of at least the following:

- CLIN
- Sub-CLIN
- Contract-specified labor category
- Internal labor category
- Traveler name
- Title of traveler or relationship of traveler to contractor
- Purpose of trip
- Dates of travel
- Number of days of travel
- Origin
- Destination
- Airfare or train fare
- Lodging cost per night
- Lodging per diem, as indicated in FTR, JTR, or DSSR
- Meals and incidental expenses (M&IE) cost
- Meals and incidental expenses (M&IE) per diem, as indicated in FTR, JTR, or DSSR
- Ground transportation cost per day
- Parking cost per day
- Tolls cost per day
- Subtotal

The Contractor shall note that, pursuant to FAR 31.205-46(a)(1), the contractor's costs for lodging, and meals and incidental expenses may be based on actual costs incurred, per diem, or a combination thereof, as long as the method used results in a reasonable charge. Similarly, the contractor's costs for transportation may be based on actual costs incurred, mileage rates, or a combination thereof, as long as the method used results in a reasonable charge. The Contractor shall note in its invoice the respective methods used.

- i) For travel costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), if the Contractor did not use a U.S.-flag air carrier, the Contractor shall, pursuant to FAR 47.402, 47.403, and the Fly America Act, submit with its invoice a memorandum citing the specific conditions which prevented it from using a U.S.-flag air carrier service. Reimbursement is contingent upon Government acceptance of such explanation.
- j) For Post Hardship Differential Pay and Danger Pay costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit a breakdown of the actual costs incurred.
- k) For Defense Base Act (DBA) Insurance costs under arrangements when payment is made based on actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall submit a breakdown of the actual costs incurred. The breakdown shall consist of at least the following:
 - Each applicable labor category identified in the contract
 - Each covered employee name
 - Each covered employee title/internal labor category
 - Each covered employee designation (i.e., U.S. citizen, U.S. resident, hired in U.S. or its possessions, local national, or third-country national)
 - Number of actual incurred hours per covered employee
 - Actual incurred unloaded hourly labor rate per covered employee
 - Each "other taxable compensation" description(s) per covered employee
 - Each "other taxable compensation" cost per covered employee
 - DBA Insurance rate
 - Subtotal

"Other taxable compensation" is compensation considered by the Internal Revenue Service as gross income for income tax purposes (e.g., Bonus, Post Hardship Differential Pay, and Danger Pay).

l) For arrangements when payment is made based on actual hours incurred (e.g., labor-hour arrangements and the time portion of time-and-materials arrangements) or actual costs incurred (e.g., cost-reimbursement arrangements, materials portion of time-and-materials arrangements, and progress payments based on costs under fixed-price arrangements), the Contractor shall attach, as applicable, the following documentation to each invoice:

- Individual time sheets for employees billed directly, signed by the employee and an official DS representative, to support the number of hours worked for the invoice period. The total of all hours worked from the time sheets must match the summary of hours on the invoice.
- Invoices claiming reimbursement for supplies ordered through vendors shall include copies of receipts showing payment to the respective vendors.
- If paying Post Hardship Differential Pay and Danger Pay is part of the Contractor's established incentive compensation plan or policy, and followed consistently, pursuant to FAR 31.205-6(f)(1)(i) (Bonuses and Incentive Compensation), the first invoice for each task order shall include a copy of such plan or policy that describes in detail the Contractor's payment of Post Hardship Differential Pay and Danger Pay to its eligible employees, including calculation method(s) of such payment.

The first invoice for each task order shall also include a description of how the plan or policy is followed consistently, and how the basis for the Contractor's payment of Post Hardship Differential Pay and Danger Pay is supported, pursuant to FAR 31.205-6(f)(1)(ii) (Bonuses and Incentive Compensation).

- If paying Post Hardship Differential Pay and Danger Pay is part of the employer/employee agreement entered into in good faith between the Contractor and its employees before the services are rendered, pursuant to FAR 31.205-6(f)(1)(i) (Bonuses and Incentive Compensation), each invoice for each task order shall include a copy of the employer/employee agreement for each employee billed in that invoice.

The first invoice for each task order shall also include a description of how the basis for the Contractor's payment of Post Hardship Differential Pay and Danger Pay is supported, pursuant to FAR 31.205-6(f)(1)(ii) (Bonuses and Incentive Compensation).

- The first invoice for each task order shall include a copy of the DBA Insurance policy negotiated between the Contractor and DOS' DBA Insurance carrier, or copy of the self-insured program and Department of Labor approval if the Contractor is a Department of Labor-approved self-insurer. In either case, such copy shall show that sufficient DBA Insurance coverage has been obtained for the entire period of performance for the task order.
- Invoices claiming reimbursement for DBA Insurance costs shall include copies of the invoice from and evidence of payment to the DBA Insurance carrier.

- The Contractor shall submit evidence that it determined its actual incurred costs for supplies (i.e., direct non-labor cost/other direct cost (ODC) and material [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)]) to be fair and reasonable.

G.7 01INV DEPARTMENT OF STATE INVOICE INSTRUCTIONS

Invoice submission is only via the Office of Claims' Commercial Claims Operations fax server, toll-free number: 866-483-3436, or DOSpayments@state.gov, unless otherwise indicated. Each invoice must be transmitted separately.

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name and Address of the Contractor
- (2) Dun and Brad Street Universal Number System (DUNS)
- (3) Date of invoice
- (4) Unique Vendor Invoice Number - Our Financial System cannot accept the following characters: @ (at symbol), ~ (Tilde), & (Ampersand), ' (Apostrophe), " (Quotation) and spaces. Please do not include any of these characters as part of your invoice number.
- (5) Remittance Contact Information
- (6) Shipping Terms, Ship to Address
- (7) Payment Terms
- (8) Total Quantity of Items
- (9) Total Invoice Amount
- (10) Requisition Number, Contract Number and Order/Award Number, with modification number if applicable.
- (11) Order line item number and information (see below instructions)

The name and DUNS of the contractor on the invoice must match the information indicated on the order/award for proper payment.

IMPORTANT: For proper payment, the invoice must detail products and/or services delivered on a line item basis in direct accordance with the corresponding order/award/contract. Each line item must contain the following information:

- (1) Description of the services rendered for each line item
- (2) Line Item Quantity
- (3) Line Item Unit Price
- (4) Total Line Item Invoicing Amount
- (5) Delivery Date
- (6) Contract Line Item Number (CLIN)
- (7) Order/Award Line Item Number if invoicing against a task or delivery order or Blanket Purchase Agreement (BPA)

Please note that many task or delivery orders against Department of State or GSA contracts or blanket purchase agreements may have a separate and unique line item number in addition to the umbrella Contract Line Item Number (CLIN). The order line item number as well as the umbrella award CLIN must be referenced at each invoice line item level in such cases.

All payment to domestic claims will be disbursed by electronic funds transfer EFT. Vendors who are registered in the Central Contractor Registration (CCR) should verify and re-confirm their financial information in the database prior to invoicing. Vendors who wish to request a waiver of CCR or payment by check must submit their justification to their assigned contracting officer for consideration at least 30 days prior to billing. For vendors who are granted an EFT exception, the payment address on the invoice must match the remittance address in the vendor record cited in the award.

Additional correspondence should be addressed to:

Name:

U.S. Department of State
Global Financial Services
Attn: Office of Claims (RM/GFS/F/C)
Charleston Financial Service Center

Mailing Address:

Post Office Box 150008
Charleston, SC 29415-5008

Telephone Numbers:

Director's Secretary Voice 843-202-3761

Fax 843-746-0749

Official Office Hours: 8:00 am – 5:00 pm

To request Payment Status on a Past Due Invoice contact:

Office of Claims Customer Service

Email: commercialclaims@state.gov

Phone: 877-704-9473 Toll Free

Person to Contact: Supervisor, Vendor Claims

Email: GFS-ChiefVC@state.gov

(End of clause)

G.8 FINAL INVOICE

The Contractor shall specifically identify the last invoice as the "Final Invoice." The final invoice shall include the remaining amounts claimed to be due under the contract. It shall include a certification that all subcontractors, suppliers, and consultants have been paid (or will be paid upon Contractor's receipt of payment), and that all Government Furnished or Contractor Acquired Property has been disposed of in accordance with COR direction. This includes return

of all ID badges, keys, and any other Government furnished property. A full and accurate inventory, accounting for all lost, stolen or damaged property must also be furnished to the COR before final payment is authorized. The final invoice shall include the Contractor's Release of Claims.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF TASK ORDERS FOR UNSCHEDULED/EMERGENCY WORK

- (a) Unscheduled work and emergency work shall be authorized only through the issuance of task orders executed by the CO. Task orders shall be established on a firm fixed-price basis to the maximum extent practicable and shall be modified solely by a written modification executed by the CO. Emergency services may require the use of oral orders; however, a written order shall be provided within 3 business days of the verbal authorization.
- (b) The contractor shall perform only those unscheduled/emergency services specifically authorized in the individual delivery or task orders issued under this contract. The contractor shall complete all work and services under this contract within the period of performance specified in the delivery orders, except that no delivery order shall be issued hereunder after the expiration of this contract. (See H.67)

H.2 EMERGENCY MEDICAL SERVICES

The U.S. Government will provide emergency medical care for contractor personnel on site. The Contractor must provide medical evacuation and healthcare insurance for all employees. In the event extensive and urgent medical attention is needed, timely emergency transportation (medevac) of the Contractor's employees may be determined to be critical. Therefore, to protect the life, limb, sight, and safety of the patient; when adequate care is locally unavailable or unsuitable; and at the sole discretion and judgment of the on-site Department of State (DOS) Foreign Service Medical Provider, DOS reserves the right to arrange medevac transportation without prior authorization from the medevac insurance carrier. The Contractor will reimburse the DOS within 45 days of receiving an invoice from DOS for the event..

H.3 TRAVEL AND TRANSPORTATION

- (a) GOVERNMENT PROVIDED QUARTERS- Limited lodging at DOS sites will be provided to Contractor personnel deemed to provide critical services in areas of food services, fire protection services, airfield fire crash and rescue services and supplemental staffing and maintenance services for the RSO or as otherwise directed. Government provided quarters may not be shared with or occupied by anyone not specifically authorized to do so by the COR. During turnover under the transition period ,the Contractor will not be provided quarters ~~as space is made available~~. The Contractor is responsible for providing housing to all non-LN contractor personnel outside the DOS sites (See H.70).

- (b) **OVERSEAS CREDENTIALS-** The Contractor shall be responsible for obtaining and maintaining an up-to-date passport for all personnel who will be required to travel outside the United States to accomplish work assigned under this contract. The Contractor shall be responsible for obtaining any passports and visas required for travel to foreign countries to accomplish work assigned under this contract, but costs for such obtainment will be generally allowable [see Section B.13 (I)].
- (c) **APPROVAL OF INTERNATIONAL TRAVEL -** Approval of International Travel -- The Contractor shall provide the COR an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible. The COR's written approval may be in the form of a letter, email or FAX or similar device, or may be specifically incorporated into the schedule of the task orders. The COR may provide verbal direction under emergency conditions.
- (d) **COORDINATION AND ADVANCE PLANNING -** The Contractor shall be responsible for the coordination and advanced planning of all authorized DOS travel. The DOS will not provide Official Passports to any Contractor personnel. The Contractor is responsible for ensuring that personnel assigned to work overseas have all the necessary credentials (i.e., active passport, work visa, etc) to perform work at the required location. If certain extraneous circumstances arise in locations that work has been mandated to be performed and the Contractor is unable to obtain a work visa because of restrictions set by the host country, the Contracting Officer may make the determination to provide an Official or Diplomatic Passport. The Contractor is prohibited from utilizing an Official Passport for unauthorized travel. Approval for authorized travel shall be granted by the COR, subject to the following:
- (1) The Contractor applied for the visa within the processing lead time prescribed by the host country embassy or consulate. Failure to submit the visa application within the timeframe specified may result in the Contractor's inability to obtain a visa prior to departure. Any travel expenses incurred will not be reimbursed in the event the travel is cancelled or modified due to the Contractor's failure to obtain a visa. The USG shall not reimburse the Contractor for the use of private visa procurement services provided by a third party.
 - (2) The Contractor received authorization from the host country embassy/consulate Regional Security Office (RSO) through the DOS E-country clearance system.
 - (3) The Contractor shall coordinate all travel arrangements with the respective government personnel.
 - (4) The Contractor provided a written travel estimate within ten (10) business days of the scheduled departure date of travel.

H.4 INSURANCE REQUIREMENTS

In accordance with FAR 52.228-5 "INSURANCE--WORK ON A GOVERNMENT INSTALLATION," the Contractor shall, at no additional expense to this contract, provide and maintain, in addition to any other insurance coverage required elsewhere in this contract, the following types of insurance in the amounts specified. Before commencing work under this contract, the Contractor shall certify to the CO in writing that at least the kinds and minimum amounts of insurance required below have been obtained.

- (a) Workers' Compensation and Employer's Liability -- The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000.00 is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.
- (b) General Liability -- The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least \$500,000.00 per occurrence.
- (c) Automobile Liability -- The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Aircraft Public and Passenger Liability -- When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least \$200,000.00 per occurrence for property damage. Coverage of passenger liability bodily injury shall be at least \$200,000.00 multiplied by the number of seats or passengers, whichever is greater.
- (e) Vessel Liability -- When contract performance involves use of vessels, the Contractor shall provide vessel collision liability and protection and indemnity liability insurance.
- (f) Defense Base Act -- Before beginning performance of each task order, the Contractor shall submit a copy of the DBA Insurance policy, or copy of the self-insured program and Department of Labor approval if the Contractor is a Department of Labor-approved self-insurer. In either case, such copy shall show that sufficient DBA Insurance coverage has been obtained for that task order.
- (g) Medical Evacuation Insurance -- The Contractor shall provide medical evacuation insurance for those Contractor employees hired in the United States and assigned

overseas on permanent assignment or temporary duty. The insurance shall provide for at least: telephone access, medical reference service, emergency evacuation, medically supervised repatriation, repatriation of mortal remains. The Contractor is exempt from the requirement if the Contractor's health insurance program includes sufficient MEDIVAC coverage, as approved by the CO. In the event the Government determines medical evacuation service is necessary prior to the Contractor's notification to their insurance company, the contractor agrees to cover all related hospital and medical costs.

H.5 CERTIFICATE OF INSURANCE

The Contractor shall furnish the CO with a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the CO in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the CO's approval.

- (a) Insurance-Related Disputes -- Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1, Alternate I, "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.
- (b) Time for Submission of Evidence of Insurance -- The Contractor shall provide evidence of the insurance required under this contract within thirty (30) calendar days after contract award. Failure to submit this evidence in a timely fashion, in a form acceptable to the CO, may result in rescinding or termination of the contract by the Government.

H.6 CONTRACT PERSONNEL MEDICAL REQUIREMENTS

The Contractor shall be responsible for assuring that Contractor personnel, including subcontractor personnel, who are required to travel in connection with this contract, are physically able to travel to the intended destination and remain there without significant risks to health for the required periods. The Contractor shall be responsible for assuring that such individuals receive the proper immunizations and take the proper health measures before, during, and after said travel. The Contractor is responsible for ensuring that its U.S. Expat and TCN employees are adequately covered by medical insurance/health care and insurance to cover off-site medical services and evacuation from abroad in the event of illness or injury for applicable personnel. Additional requirements are as follows:

- a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the

performance location. The contractor shall include this information and requirement in all subcontracts with performance throughout Iraq.

The contractor shall not deploy an individual with any of the following conditions unless approved by the Mission RMO. : Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required Iraq immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI $\geq 40\%$); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Menieres Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders.

H.7 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed CO. Only a duly appointed CO is authorized to change the specifications, terms, and/or conditions of this contract.

H.8 SECURITY

General: The Contractor shall be knowledgeable of and comply with the contract security requirements, and include all relevant clauses in any underlying subcontractors or consulting agreements. In the event of conflict between updated FAM requirements, Bureau of Diplomatic Security (DS) security requirements, DOSAR provisions, contract terms and conditions, and PMP or other contract documents, FAM provisions shall take precedence, followed by DOSAR provisions, the contract schedule, and contract attachments or reference documents and DS requirements. Failure of the Contractor or any of its subcontractors to adhere to the provisions of

this clause shall be considered a material breach of the Contractor's obligation and shall serve as the basis for a cure notice and/or termination of the contract for default.

- (a) Personnel Security -- The Contractor agrees to comply with all Government security requirements and shall assign to this contract personnel who are cleared or investigated in accordance with the requirements noted in the Contract Security Classification Specification, DD Form 254, and Paragraph H.29. The Contractor shall provide all staff (Prime or subcontractor) with security briefings regarding policies and procedures for the protection required for the level of contract performance, and will be commensurate with level of access as determined by the task order.
- (b) Adherence to Security Policies and Regulations -- All persons granted access to Government premises in connection with performance of this contract shall be subject to Federal laws, Department regulations and policies as well as post regulations and/or policies relating to contacts with designated threat country nationals; marriage, equivalent bonds or cohabitation with foreign nationals; exploitation by a foreign entity; and the safeguarding, disclosure, storage, transmission and handling of classified information.
- (c) Report of Adverse Actions -- Contractor and its subcontractor must agree to submit immediately to the CO, COR, Program Office and DS/IS/IND a complete and detailed report, appropriately classified, of any information which they may have concerning:
 - (1) Existing or threatened exploitation by a foreign entity, sabotage, or subversive activity;
 - (2) Possible compromise of classified material or operations; and
 - (3) Violations of any post or Department security regulation or policy.
- (d) Adherence to 12 FAM 270 -- Contractor personnel are subject to the provisions of 12 FAM 270. The loss of a personnel security clearance and/or determination by the Department's Bureau of Diplomatic Security (DS) that the individual is ineligible to continue working in sensitive duties, for any reason, will constitute prima facie evidence of unsuitability for continued employment under this contract.
- (e) Adherence to Foreign Service Post Rules and Regulations -- The rules and regulations of the post where services are performed shall apply to the contractor's personnel while on the premises. The regulations include but are not limited to:
 - (1) Presenting valid identification of entrance;
 - (2) Obtaining and using any required vehicle passes for all contractor-owned and/or privately owned vehicles;
 - (3) Obeying all posted directives including curfews when imposed;
 - (4) Providing strict adherence to direction of post security officers in instances where they have been dispatched to a particular location; and
 - (5) Following the established post contact reporting policy as mandated by the Chief of Mission (COM).

H.9 IDENTIFICATION BADGES

Contractor employees will be issued identification badges by the Government. These badges must be visibly displayed at all times during working hours at all facilities in accordance with established Post policy. Loss of identification badges will be reported immediately to the issuing office. All passes shall be returned to the Post Security Office upon badge expiration or termination of contract.

H.10 SAFEGUARDING OF INFORMATION

(a) The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract or as provided by written authorization of the CO. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company websites or blogs, without the prior written authorization of the CO. These obligations do not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all subcontracts hereunder.

(b) Disposition and Retention of Classified Material : This contract does not authorize the generation or safeguarding of any classified at the contractors facility, to include any subsequent subcontractor. All classified material shall be accessed at Government locations and stored in COR designated, RSO approved CAA spaces. All classified material, including copies and reproductions and classified information stored on approved IS (Information Systems) media, received or generated in the performance of this contract, shall be returned to the COR upon completion of the project unless the material has been destroyed.

H.11 REMOVAL FROM DUTY

(a) General -- The CO may, by written notice to the Contractor, direct the removal and/or replacement of Contractor personnel assigned to this contract. A Contractor employee may be removed from duty for cause (misconduct, DS determination of unsuitability for sensitive duties and/or loss of personnel security clearance, or unsatisfactory performance) or for the convenience of the Government. Upon written notice to the CO, COR, Program Office and DS/IS/IND, the Contractor may move to replace personnel assigned to this contract for the convenience of the Contractor (to include resignation by employee). The Contractor shall make written notification with 24 hours from Contractor removal.

- (b) Removal for Cause -- The Government retains the right to direct the replacement or removal from post of any worker who fails to comply with all appropriate regulations or whose conduct is embarrassing or otherwise damaging to the United States' interests. The Contractor shall submit an adverse report to the CO, COR, Program Office and DS/IS/IND when a worker is removed for cause. A determination to remove a Contractor employee due to misconduct or unsuitability may involve, but is not limited to, the following types of misconduct:
- (1) Neglect of duty, unsatisfactory performance, unreasonable delays or failure to carry out assigned tasks;
 - (2) Conducting personal affairs during official time;
 - (3) Refusing to render assistance or cooperate in upholding the integrity of the objectives of this contract;
 - (4) Falsification or unlawful concealment, removal, mutilation or destruction of any document or record, or concealment of material facts by willful omissions from documents or records;
 - (5) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting;
 - (6) Participation in disruptive activities that interfere with the normal efficient operations of the worksite;
 - (7) Theft, vandalism, immoral conduct, or any other criminal action under U.S. or host country law -- the Contractor is required to observe all Host Country Laws;
 - (8) Selling, consuming or being under the influence of drugs, or other illegal substances which produce similar effects;
 - (9) Abuse of alcohol;
 - (10) Improper use of credentials;
 - (11) Any evidence that would indicate that the individual is guilty of security violations including restricted or prohibited market dealings, currency manipulation, violations of the post contact policy regarding criteria country nationals, espionage or treason;
 - (12) Noncompliance with post security policy;
 - (13) Determination of unsuitability made by DS on the basis of investigations made pursuant to the regulations in 3 FAM 4100, Appendix B; such determination, which

may involve termination of security clearance, will be communicated to the CO, who will automatically direct the removal of the employee.

- (c) If the CO directs the removal of a Contractor employee due to misconduct, unsuitability, or unsatisfactory performance of the employee, to include loss of a security clearance, the Contractor will be required to take full responsibility and bear all expenses connected with removing and promptly replacing the employee, including travel, transportation and shipping costs.
- (d) Removal for Convenience of Government -- If removal of a Contractor employee is for the convenience of the Government, it shall be regarded as (1) a Change entitling the Contractor to an equitable adjustment if the employee is to be replaced; or (2) a Partial Termination for Convenience if the employee is not replaced.
- (e) Removal for Convenience of Contractor -- If removal of a Contractor employee is for the convenience of the Contractor, the Contractor will be required to take full responsibility and bear all expenses connected with removing and prompt replacement of the employee, including travel, transportation and shipping costs, severance pay, local labor hires or temporary hires incurred prior to a replacement employee's arrival at post.
- (f) Removal Demanded by Host Government -- The host Government has the right under international law to require removal of any person assigned to a diplomatic mission, and is not required to justify or to state reasons for declaring an individual persona non grata.
- (g) In such cases, where none of the above-enumerated causes for removal concurrently apply, the employee's removal from duty will be considered, for purposes of determining responsibility for transportation and shipment of effects, a removal for the convenience of the Government.

IMPORTANT NOTE: All Contractor personnel when at a Foreign Service Mission are subject to the administrative control of the United States Ambassador or Principal Officer of that mission. If that responsible official determines that it is in the best interest of the Government for a contract individual to be removed from post that individual must depart as quickly as transportation will allow.

H.12 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee performance, competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary action as may be necessary in a timely manner and providing notice of such to the COR.

All Contractor personnel are expected to adhere to standards of behavior that reflect credit to themselves, their employer, and the U.S. Government. The Contractor will be fully accountable for the conduct of its personnel at post. Contractor personnel assigned to the contract shall

observe any special standards of conduct promulgated by the post including instructions regarding business dealings, currency exchange, travel restrictions, restrictions on contacts with country nationals, etc.

- (a) Non-Fraternization Policy -- All Contractor personnel assigned overseas or on TDY are required to obey country-wide non-fraternization policies in effect. The COR may direct Contractor personnel to observe a non-fraternization policy, if a non-fraternization is only partially applied at particular posts.

H.13 TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to technical instructions, whether oral or written, issued by the COR specified in SECTION G of this contract. As used herein, technical instructions are defined to include the following:

- Directions to the Contractor which suggest pursuit of certain lines of inquiry, changed work emphasis, fill in details or otherwise serve to assist in the Contractor's accomplishment of the SOW;

- Guidance to the Contractor that assists in the interpretation of drawings, specifications or technical portions of work description;

- Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:

- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the "Changes" clause of this contract;
- (3) Increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract.

If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the CO in writing within ten working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the CO that the technical instruction is within the scope of this contract.

Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work-statement that is not affected by the disputed technical instruction.

H.14 USE OF FACILITIES

The contractor, including subcontractors, shall not use Government facilities, or facilities maintained by the contractor in connection with this contract, for any other purpose other than the performance of this contract.

H.15 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for ~~liquidated or other~~ damages ~~due to the Government~~ under the terms of this contract. For the purpose of this clause, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including:

- (a) Any warranty or representation made by the Contractor in a proposal as to hardware or software performance, total systems performance, and other physical, design, or functional characteristics of equipment, software package or system, or installation date;
- (b) Any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a proposal; and
- (c) Any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

H.16 GOVERNMENT-FURNISHED EQUIPMENT AND SPACE (ON-SITE) (11/08)

For Contractor personnel performing work on Government premises, the Government will provide on-site office space, furniture, telephone service, and any other necessary supplies and equipment. The contractor shall not use Government-furnished property or services for any purpose other than execution of work under this contract.

The Contractor is strictly prohibited from connecting any devices or equipment that is not Government-furnished to the DOS computer network. The devices include but are not limited to thumb drives and external storage devices. Use of personally-owned computers, cellular devices and other electronic devices shall be in accordance with Departmental regulations and standards for such use in Government premises or as permitted by post guidelines and regulations.

Should the Government provide additional equipment considered available as Excess Property, and needed by the Contractor, adjustments to the negotiated price will be made. Examples include PPE, armored vehicles or other transportation for use outside the DOS sites, kitchen equipment for setting up a dining facility, etc.

H.17 GOVERNMENT-FURNISHED DATA (05/95)

The Government shall provide to the Contractor the Government - furnished data described in Section J, Exhibit A.1. The CO may at any time by written order:

- 1) Delete, supersede, or revise; in whole or in part, data listed in paragraph (d) below;
- 2) Add items of data as applicable;
- 3) Establish or revise due dates for items of data or information as applicable.
- 4) If the data listed below or as modified during contract performance are not delivered to the Contractor, the CO shall equitably adjust affected provisions of this contract when:
 - 1) The Contractor submits a timely written request for an equitable adjustment;
 - 2) The facts warrant an equitable adjustment.
- 5) Title to Government-furnished data shall remain with the Government. The Contractor shall use the Government-furnished data only in connection with this contract.
- 6) Drawings and Maintenance Manuals will be furnished onsite to the Contractor after Contract Award.

H.18 GOVERNMENT-FURNISHED MATERIAL (05/95)

- (a) "Material," as used in this clause, means property that may be incorporated into or attached to a deliverable end item, or that may be consumed or expended in performing this contract.
- (b) Notwithstanding any term or condition of this contract to the contrary, the Government will provide all equipment spares available onsite after Contract Award.

H.19 GOVERNMENT-FURNISHED PROPERTY (05/95)

Notwithstanding any term or condition of this contract to the contrary, the Government shall make available all equipment to be operated and maintained onsite after Contract Award as set forth in this contract.

H.20 SURPLUS MATERIALS.

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, the cost of which is not included in the contract price.

- (a) Specified: The government reserves the right to negotiate the purchase of all specialized maintenance equipment and spare parts in inventory not already purchased by the government. A task order will be issued to procure them.

- (b) Declaration of Surplus -- It shall be the Contractor's responsibility at the completion of the project to declare to the appropriate local authorities, as required, any and all surplus imported materials or equipment retained or to be retained in the host country by the Contractor, and shall satisfy any required customs duties, taxes or other charges that become payable. Evidence of such declaration and ratification shall be submitted to the COR before final acceptance of the project.

H.21 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

- (a) Shipment and Customs Clearance -- Costs for Supplies, Materials and/or Equipment that must be imported for the project and in transporting these items from their place of origin to the site shall be considered cost reimbursable. Costs to include, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unpacking, storage, and all other charges in connection with obtaining and transporting the materials from their source to the project site shall be allowable costs and reimbursable under the applicable contract line item (CLIN) and invoiced in accordance with Section G.6(g) (Cost Reimbursable). Receipt, unpacking and storage at final destination is not part of this contract clause and therefore not covered a cost reimbursable.
- (b) U.S. Flag Commercial Vessels - The Cargo Preference Act of 1954 (46 U.S.C. 55305) and amendments thereto, require that U.S. Government agencies acquiring supplies that may require ocean transportation shall ensure that at least 50 percent of the gross tonnage of these supplies is transported on privately owned U.S.-Flag commercial vessels to the extent that such vessels are available. Supplies owned by the U.S. Government or in the possession of the U.S. Government, a contractor of the U.S. Government or a subcontractor of the U.S. Government shall be transported on U.S.-flag vessels when available. (See FAR 52.247-64; applicable flow down clause in accordance with I-98, 52.244-6 Subcontracts for Commercial Items)
- (c) Duty-free clearance – In order to obtain duty-free status for equipment and material being imported on behalf of DOS, the Contractor will need to coordinate with the Embassy to obtain the appropriate Diplomatic Note. The Contractor shall follow the instructions of the COR as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be responsible for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the CO's instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.
- (d) Customs Clearance -- The Government will be responsible for obtaining customs clearances, and for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment which are labeled and processed in accordance with the CO's Representative's instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the

Contractor's personnel. [The Government will provide the necessary supporting documents for visas and work permits.](#)

- (e) Materials destined for use in CAA and core areas must be securely procured, i.e. the contractor shall not disclose to the vendor the ultimate destination (Baghdad U.S. Embassy). Securely procured items must be sent to a DS approved Consolidated Receiving Point for secure shipment to Post and subsequent storage in designated Secure Storage Areas. Inspectable items destined for CAA areas which are eligible for random selection from non-secure supplies, and which will not require secure procurement and shipment, must be pre-authorized by the COR.
- (f) Prohibited Carriers List- The following prohibitions are in effect:
- (1) Department of State offices are not to use any ocean or air carriers flagged by countries on the "Embargoed Nations List" maintained by the Treasury Department at <http://www.treas.gov/offices/enforcement/ofac/programs/>.
 - (2) DOS offices will not use any transportation service providers included on the U.S. Government excluded parties list. The Excluded Parties Listing System <http://epls.arnet.gov> (EPLS) EPLS is the electronic version of the Listing of Parties Excluded from Federal Procurement and Non-procurement Programs (Lists). This list identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits. Users may use the search functions on the left-hand side of the web page to search by name or download an Excel spreadsheet of approximately 10,000 names. To download, click on "List Reports" link. Select "Procurement and Non Procurement" Click on the MS Excel format and download the spreadsheet to your local disk.
 - (3) The Treasury Department also maintains a list Specially Designated and Blocked persons with whom the U.S. government will not do business <http://www.treasury.gov/offices/eotffc/ofac/sdn/index.html>. Clicking on the link [Specially Designated Nationals \(SDN\) List](#) will download a PDF file which users may search for names.
 - (4) DOS Offices should be aware that some vendors are not authorized to export items from the U.S. The list of vendors (List of "Denied Persons") appears on the attached Department of Commerce website: <http://www.bis.doc.gov/dpl/thedeniallist.asp>.

H.22 SPECIAL WARRANTIES

- (a) Special Warranty Obligations -- With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that are required by the Contract documents and those that would be given in normal commercial practice;

- (2) Require all warranties to be executed, in writing, for the benefit of the Government, unless otherwise directed by the CO; and
- (3) Enforce all warranties for the benefit of the Government, unless otherwise directed by the CO.

- (b) Warranty information -- The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.23 WARRANTY/CERTIFICATE OF MAINTAINABILITY

At any time upon the request of the CO, and prior to final payment under this contract, the Contractor shall provide a certificate of maintainability signed by an officer of the Contractor's organization that states that the equipment that has been maintained under this contract is in good working order, that it has been maintained in accordance with the original equipment manufacturers standards of maintenance and will not require reconditioning prior to acceptance by a new maintenance contractor or the Government.

H.24 USED OF THE SYNCHRONIZED PRE-DEPLOYMENT OPERATIONAL TRACKER (SPOT)

Per the National Defense Authorization Act of 2008: the Department of State, the Department of Defense, and the United States Agency for International Development, designated SPOT as a common database to serve as a repository of information on contracts in Iraq and Afghanistan and for contractor personnel in Iraq and Afghanistan (see FAR clause **52.225-19**). Information on how to register in SPOT is available at <http://www.resource.spot-es.net/>.

- (a) Upon award or modification of this term into the contract, the contractor shall ensure that every employee, including subcontractor personnel, performing work in Iraq or Afghanistan, are entered into the SPOT database. The data required includes:
 - a. Entering the individual (US Citizen and Third Country National) into the SPOT database and requesting the Letter of Authorization (LOA); in addition to entering the Iraqi/Afghan National and entering deployment information (No LOA needed for Local Nationals);
 - b. Setting the "in-theater" date for all employees in country (Iraq of Afghanistan) so the deployment shows as active in the database;
 - c. Updating the LOA records within 7 days if an individual is killed or wounded; and
 - d. Closing the deployment within 7 days of the individual leaving theater

- (b) The government will provide the following checked services to the contractor(s) that need life support services under this contract (if authorized, these services will be approved on an individual basis by the Contracting Officer on the LOA):

IRAQ

Department of State Embassy or Consulate Provided Services Limited to Contractor Personnel Living and Working On-Site:

- Billeting – government lodging facilities (limited to critical service personnel; see Exhibit A.1 Attachment 6)
- Dining Facilities (DFACS)- full access for all contractor critical service personnel, limited to lunch meal for non-critical personnel.
- Morale, Welfare and Recreation (MWR) – access to government-provided MWR Services (recreation services, limited to critical service personnel living on-site)
- Resuscitative Care – government provided resuscitative care (if required)
- Diplomatic Post Office (DPO)- Authorized Use of DPO for AMCIT contractors as applicable under the current waiver.
- Embassy Air- authorized use of Embassy Air (at contractor/company expense)(at discretion of the USG when it benefits the USG to provide transportation)
- Local Access Badge
- Controlled Access Card (CAC)/ID card- Local Access Security Badges will be provided by RSO. AMCIT Contractors authorized CAC cards (DLA food ordering, access to DoD computer systems) need to have CAC cards prior to deploying to Iraq.
- Mil Banking – access to government provided banking facilities(ATMs only-limited to AMCITs and TCNs)
- Mil Exchange – access to government provided exchange facilities (AAFES or Employee Assoc Services- limited to critical service personnel living on-site)

H.25 FOREIGN CONTACT REPORTING

All contractors performing on contract or subsequent task order must adhere to the foreign contact reporting requirements,, as briefed by the RSO, which may include all unofficial contact with nationals from specific HUMINT threat countries, the reporting of close and continuing social contact with foreign nationals, co-habitation with foreign nationals, and non-project related personal business and/or financial relationships with any foreign nationals. Reporting of foreign contacts requires filing a DS-1887 form, which can be obtained from the RSO. When completed, the form should be returned to the RSO for any necessary investigative action and for submission to DS/CI. If investigative action results in information of which the contractor should be aware, the reporting contractor will be briefed by the RSO.

H.26 REPORTING MARRIAGE, INTENT TO MARRY, COHABITATION OR OTHER CONTINUING BONDS OF AFFECTION WITH FOREIGN NATIONALS:

Cleared contractor personnel working on DOS contracts must report marriage, impending marriage, cohabitation and other continuing bonds of affection with foreign nationals to the RSO and DS/IS/IND. The appropriate forms and counseling statement will be provided by the RSO for submission to DS/IS/IND. Contractors working domestically can obtain the appropriate forms from their FSO.

H.27 REPORTING ADVERSE FINANCIAL SITUATION AND CERTAIN ARRESTS:

Contractor personnel performing on contract must report to DS/IS/IND, through their Facility Security Officer, wage garnishments, credit judgments, repossessions, tax liens, bankruptcies, and/or intentions to file for bankruptcy. Contractors must also report adverse involvement with law enforcement agencies to include: Arrests, other than minor traffic violations, for which a fine or forfeiture of \$150 or more was imposed; or arrests for “driving under the influence” or “driving while intoxicated.” Arrests must be reported in a timely fashion (i.e., within 72 hours) and must not be delayed pending the conclusion of any judicial action.

H.28. DUAL CITIZENSHIP:

Cleared contractors contemplating applying for citizenship with a foreign country must report this fact to their COR and DS/IS/IND when any act is initiated in furtherance of obtaining foreign citizenship.

H.29 DEPARTMENT ACCESS FOR NON-U.S. CITIZENS

U.S. prime Contractors and U.S. subcontractors that desire to assign non-U.S. citizens to any portion of this contract which requires access to the Department of State OpenNet, Post Local Area Network (LAN), PASS, Work Orders in Windows (WOW) or who will be designated as Operations & Maintenance management/supervisors, must provide non-U.S. citizen personal information and Moderate Risk Public Trust packages to DS/IS/IND for submission to Personnel Security and Suitability. Moderate Risk Public Trust package submission instructions are contained in Section J Exhibit E and should be submitted at least 90 days prior to contract performance. RSO may authorize Post access and access badges based on an interim MRPT certification. However, no access to DOS computer systems will be authorized until MRPT investigation is favorably completed.

H.30 LOCAL HOST COUNTRY SUBCONTRACTOR(S) AND PERSONNEL

The Contractor is encouraged to hire local nationals to the maximum extent practicable. However, all personnel must ensure that sensitive information is not disclosed to uncleared/unauthorized personnel or the host government. Contractor selection of foreign subcontractors is subject to advance DOS approval. Information concerning potential subcontractors must be submitted to the COR, for review by RSO, at least sixty (60) days prior to projected utilization at Post. Local National subcontractors will be subject to security screening procedures, as required by the RSO at post. Government denial of subcontractors for security reasons can be made without providing the rationale for the denial.

H.31 POTENTIAL FOREIGN SUBCONTRACTORS

Contractor selection of local and third country national subcontractors must be approved by DOS in advance of their final selection. Information concerning potential foreign subcontractors must be submitted to the COR, for submission to the Regional Security Office, at least thirty days in advance of the date on which the potential subcontractor will commence performance on the site.

Local National subcontractors will be subject to security screening procedures as required by the RSO. Government denial of subcontractors for security reasons can be made without providing the rationale for the denial. RSO will take into consideration whether proposed companies and/or their management have undesirable associations with terrorist, mafia or organizations/governments which are “hostile to the U.S.”, do not have good standing in the local business community, are owned or operated by those on the Prohibited Countries List, or any other security concerns.

Potential foreign subcontractors (through the prime contractor) will be required to furnish the following information:

- 1) Complete names, dates and places of birth, nationality, citizenship and position title (if appropriate) of:
 - (1) all individuals having ownership of the firm;
 - (2) all key officers of the firm;
 - (3) all key officers who will work on this project.
- 2) Complete business address and telephone number;
- 3) A listing of all major projects in which the firm was involved during the past 3 years; a listing of all projects involving the firm outside of the country in which the firm is based, for the past 5 years.
- 4) Non-US firms owned or operated by firms or citizens on the Prohibited Countries List, will not be approved for use in any capacity. US-based firms, branch offices, or subsidiaries, which are owned by firms or citizens on the Prohibited Countries List, will not be approved for use in any capacity.

H.32 DOCUMENT PROTECTION

All documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs including digital format, exposed films, negatives, specifications, scopes of work, lists of Government Furnished Equipment and any other material received or generated in conjunction with this contract shall be classified, marked and handled in accordance with the Security Classification Guide (SCG) for Design and Construction of Overseas Facilities (dated May 21, 2003) which identifies the specific types of information associated with diplomatic construction projects, and the level of classification for such information. All documents associated with this contract must be protected, transmitted, carried and stored through positive control at all times.

Additionally, all classified and unclassified, proposed and actual, construction documents will be marked with a prohibition against duplication or dissemination without prior approval from the COR. All access to such documents shall occur at DOS locations only.

H.33 PROJECT DOCUMENT PROTECTION

- (a) The Contractor shall, in accordance with the SCG and this contract, insure proper classification, handling and transmission of all project documentation. The contractor shall be responsible for bearing any costs resulting from errors determined by CO to be the fault of contractor mishandling, misclassification or improper transmission of classified material.
- (b) All blueprints, drawings, sketches, documents, notes, survey reports, photographs, exposed film, negatives, and any other materials, that pertain to any construction in or proximate to any office building, or involve any security system in a specific technical intelligence threat post regardless of the scope of work or classification, must be sent via diplomatic pouch.
- (c) All blueprints, drawings, sketches, surveys, photographs, exposed film, negatives, notes, reports, and/or any other materials, that pertain to construction in any Controlled Access Area of an office building, or that pertain to any security system at any post, must be sent via diplomatic pouch.

H.34 DOCUMENT REVIEW

Photographs of any diplomatic overseas building or facility must be authorized in advance by the RSO, COR, or SSM, who will establish any controls, limits, and/or restrictions as necessary. Exposed film depicting any Controlled Access Area (CAA) and/or sensitive equipment must be developed in a U.S.- controlled environment. The contractor shall submit all CAA photographs taken by digital cameras and stored on electronic media to the RSO, COR or SSM for review. Written approval for removal from the site must be obtained by the Government reviewer. Any photographs or storage media (memory cards) determined to be classified shall be turned over to the RSO/SSM to forward via classified Diplomatic Pouch. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

H.35 SENSITIVE INFORMATION TRANSMISSION

Transmission of Sensitive But Unclassified (SBU) information and project sensitive information, as identified in the SCG for Design and Construction of Facilities Overseas, via the Internet is prohibited. SBU information can be transmitted via ProjNet, mail, FedEx (or other commercial carrier) or fax, or hand carried by authorized contractor personnel, as outlined in the SCG. Any such transmission must be approved by the COR.

H.36 OFFICIAL DUTY TRAVEL

When it is deemed necessary to take laptops, Personal Digital Assistants (PDAs) (including Blackberrys), cell phones, digital cameras and other electronic media to DOS posts overseas in performance of official duties, the following guidelines must be followed:

- (a) When contractor personnel must hand carry a laptop computer overseas to process or store DOS project and SBU information, the laptop must have its hard drive encrypted using any product on the IT CCB list, or any NIST approved product. Currently, PointSec 4.1 with 3Des or McAfee Endpoint Encryption for PCs Client (formerly SafeBoot Client) Version: 4.2 are DS authorized hard drive encryption products. An overwrite utility software must be used to remove all previous data in the following manner: A first overwrite pass using the number '1'; A second overwrite pass using the number '0'; and a third overwrite pass using ANY character. PDAs used to store and transport project related data must also be encrypted using NIST approved encryption. Classified information is not authorized for transmission/storage on laptops, PDAs or digital cameras.
- (b) Laptops, PDAs, Blackberrys, digital camera and any other electronic media which contain project information MUST be hand carried at all times. This equipment shall NOT be checked with luggage. It must remain in the carrier's possession at all times. PD/SSM may require review and approval of plans to hand carry any electronic items, such as laptops, containing SBU off the site. PD/SSM may require a briefing acknowledgement to be signed prior to approval to hand carry laptops or electronic media off the site for any reason. Any SBU taken off the site must remain in the physical possession of the carrier at all times. Any loss or compromise of electronic media containing project information must be reported to the PD/SSM and DS/IS/IND immediately.

H.37 CLASSIFIED MATERIAL TRANSMISSION

- (a) Contractors are not authorized to hand carry classified material overseas. Project related classified material that will be required at post must be delivered to COR for transmission to post by Diplomatic Pouch or authorized DOS courier. Project related classified material generated while at overseas posts must be delivered to RSO for transmission to DOS by Diplomatic Pouch or authorized DOS courier. Secure fax can be utilized when coordinated with RSO. No classified material will be transmitted to any contractor facility in the United States. This contract does not authorize the contractor or any subsequent subcontractors to generate or safeguard classified information at their facility.
- (b) All classified materials shall be safeguarded at US Government facilities.
- (c) Avoid discussing mission and post activities while not on post, to include in hotel rooms, restaurants and all other public places. Eavesdroppers can pick up small pieces of information from conversations and add to other information to get a clearer picture of our operations, missions and vulnerabilities at post.

- (d) Any contact with host or third country nationals that seems suspicious (such as an inordinate amount of curiosity as to the purpose of presence in country) shall be reported immediately to the RSO or Site Security Manager (SSM) and to the Facility Security Officer (FSO) upon return to the U.S. The FSO shall then report suspicious contact to the Defense Security Service Industrial Security Representative and DS/IS/IND. In addition, contact reporting requirements specific to each post, as directed by RSOs must be adhered to.

H.38 THUMB DRIVES, JUMP DRIVES AND OTHER PORTABLE STORAGE DEVICES.

Downloading SBU information onto thumb drives, jump drives or other portable storage devices onto which project information can be downloaded, is prohibited unless specifically authorized in writing by the RSO. Authorized users must have a briefing and sign a briefing acknowledgement regarding their responsibility to safeguard such media. Any loss or compromise of storage device containing project information must be reported to the RSO and DS/IS/IND immediately.

H.39 GOVERNMENT LIABILITY AND INSURANCE

No Government indemnity or insurance will be provided for the services provided by this contract. The contractor will assume risk for their personnel and facilities at the site.

~~The government assumes the risk for all equipment, facilities, and supplies bought by the contractor and delivered to the Embassy site and man camps because it is government property upon delivery. The contractor will remain liable for loss of assets due to contractor negligence.~~

H.40 COMPUTER EQUIPMENT IN CONTRACTOR OFFICES AT THE SITE.

- (a) Contractor site office individual computer hard drives and server hard drives must be encrypted using any product on the IT CCB list, or any NIST approved product. Currently, PointSec 4.1 with 3Des or McAfee Endpoint Encryption for PCs Client (formerly SafeBoot Client) Version: 4.2 are DS authorized hard drive encryption products. Contractor site office computers, copiers, scanners and all other electronic media shall be password protected to prevent unauthorized use, access and downloading of SBU and project sensitive information by unauthorized users. Site offices containing computers and printed SBU information should be locked against unauthorized access when not in use. A copy of the key should be available to the RSO at all times.
- (b) Contractor site office computers, copiers, scanners and all other electronic media (to include storage media such as thumb drives) utilized to process and store unclassified and Sensitive But Unclassified project information shall be sanitized of all information prior to removal from the site, and prior to sale or disposal. Completion of this requirement will be certified to the COR as part of the closeout procedures.

- (c) Prior to removal, sale or disposal, information stored in computer drives can be sanitized in the following manner:

BCWipe is a freeware utility program that can be searched for on the internet. Execute the BCWipe program against all files in storage. Once that is complete, BCWipe will lead you to overwrite all remaining free space on the drive and then defrag the files on the drive.

CDs and other storage media which cannot be sanitized must be returned to the prime contractor's facility for appropriate storage or destruction.

H.41 DOCUMENTATION CONTROL

All DOS related classified and SBU working papers and waste generated while overseas shall be retained for secure storage, disposal or diplomatic pouch transmission by RSO or COR. Only SBU and unclassified project documentation may be hand carried back to contractor facility for storage/disposal. Contractor shall maintain positive, personal control over documentation at all times.

H.42 SAFEGUARDING AND RELEASE OF CLASSIFIED AND SENSITIVE BUT UNCLASSIFIED INFORMATION

This contract does not authorize the contractor to generate or safeguard classified in performance of this contract at the company facility. All classified shall be accessed at US Government locations.

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the CO.

All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites or blogs, without the prior written authorization of the CO.

These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

H.43 LEGAL DISPUTES

The contractor shall notify the CO if any legal dispute arises between the contractor and any subcontractor or vendor pertaining to performance on this contract which could potentially result in disclosure of any information related to design, construction or maintenance of a diplomatic facility overseas. Legal disputes include legal actions submitted to civil, criminal, local or federal courts, as well as disputes submitted to arbitration or mediation.

This responsibility to notify the CO shall not cease upon the expiration or termination of this contract. The Contractor hereby agrees to be responsible for all costs associated with the release, whether authorized or unauthorized, of "Classified" or "Sensitive but Unclassified" information for which the Contractor or a subcontractor at any level is responsible, including releases associated with legal disputes, and agrees to fully indemnify the government for any expense that the government incurs as a result of the release or use of "Classified" or "Sensitive but Unclassified" information including all costs associated with steps taken by the government to mitigate exposure in anticipation of the use of "Classified" or "Sensitive but Unclassified" information in legal disputes and/or costs which result from mitigation of the release of "Classified" or "Sensitive but Unclassified" information.

This indemnity agreement made herein by the Contractor includes all disputes with, between, and among the contractor and any party and the contractor's subcontractor's, to the lowest tier and any party. This agreement by the Contractor to fully indemnify the government shall not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all subcontracts.

H.44 PUBLIC RELEASE OF INFORMATION

There shall be no press release of information or photographs concerning any aspect of the design, construction, or other services relating to this contract, or other documents resulting there from, without the written prior approval of the CO. The Contractor shall include the substance of this provision in all subcontracts hereunder.

H.45 DOCUMENTS - OWNERSHIP AND USE

- (a) Ownership -- All specifications, drawings, and copies thereof, and models, are the property of the Government.
- (b) Use and Return -- Unless otherwise provided in the contract, the documents described above are not to be used by other than the Contractor on other work and, with the exception of the signed contractor set, additional copies thereof provided to or made by the Contractor are to be returned or suitably accounted for by the Contractor upon final completion of the work.

H.46 GOVERNING LAW

The contract and the interpretation thereof shall be governed by the laws of the United States.

H.47 RESERVED

H.48 LAWS AND REGULATIONS

- (a) Compliance Required -- The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the facilities without the permission of the CO. Unless otherwise directed by the CO, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the CO of the conflict and of the Contractor's proposed course of action for resolution by the CO. The Contractor shall provide on a monthly basis an environmental waste report which describes any occurrence of and disposal of hazardous waste encountered during performance of this contract and any resulting delivery orders issued herein.
- (b) Labor, Health and Safety Laws and Customs -- The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.
- (c) Subcontractors -- The Contractor shall give written assurance to the CO that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.
- (d) Evidence of Compliance -- Proper documentation and evidence satisfactory to the CO of compliance with this clause shall be submitted by the Contractor at such times as directed by the CO.

H.49 RESPONSIBILITY OF CONTRACTOR

- (a) Damage to Persons or Property. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.
- (b) Responsibility for Work Performed. The Contractor shall be responsible for all materials delivered and work performed, except for any completed unit of work which may have been accepted in writing under individual task orders.

H.50 MAINTENANCE OPERATIONS

- (a) Operations and Storage Areas

(1) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the COR.

(2) Vehicular Access. The Contractor shall, and in accordance with any regulations prescribed by the COR, use only established site entrances and roadways.

(b) Use of Premises

(1) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(2) Requests from occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination.

(3) Access limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the COR.

H.51 SAFETY

(a) Accident Prevention -- The Contractor shall provide and maintain work environments and procedures which will:

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes, the Contractor shall:

(1) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and

(2) Ensure that any additional measures the COR determines to be reasonably necessary for this purpose are taken.

(c) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the COR.

- (d) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (e) Written Program. Before commencing the work, the Contractor shall:
 - (1) Submit a written proposal for implementing this clause; and
 - (2) Meet with the COR to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (f) The COR shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action.

If the Contractor fails or refuses to promptly take corrective action, the COR may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

H.53 SUBCONTRACTORS AND SUPPLIERS

- (a) Small Businesses – As presented in H.30, the Government encourages the recruiting and hiring of Local Iraqi Nationals for this contract, as well as the procurement of material and services from local and regional sources. However, in instances where the appropriate skillsets or services cannot be found or developed locally, the Government encourages the Contractor to enter into subcontractor or supply arrangements with American small business, as defined in FAR 19.704 and DOSAR 652.219-70 Department of State Subcontracting Goals.
- (b) Claims and Encumbrances -- The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefore by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.
- (c) Approval of Subcontractors -- Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) work days before providing notice of approval or rejection of any or all subcontractors.

- (d) Rejection of subcontractors -- The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the CO, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.54 CONTRACTOR PERSONNEL REMOVAL

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The CO may require, in writing, that the Contractor remove from the work any employee that the CO deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the CO to be contrary to the Government's interests.

The Contractor and Subcontractor shall make written notification to the CO, Program Office COR, and to DS/IS/IND within 24 hours for the following:

- a) When any contractor employee submits a resignation or is suspended; and
- b) When a contractor employee is no longer performing on the contract due to resignation (favorable or unfavorable), termination by the contractor or when directed by the US Government, or any other reason the contractor is no longer performing on the contract.

H.55 MATERIALS AND EQUIPMENT

(a) Selection and Approval of Materials

- (1) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- (2) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the COR, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the COR. Such information shall be provided in a sufficiently timely manner to permit evaluation by the Government against the requirements of the contract. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

- (b) Custody of Materials -- The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the COR, the Contractor shall clearly mark in a manner directed by the COR all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

H.56 RESERVED

H.57 SPECIAL WARRANTIES

- (a) Special Warranty Obligations -- Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, FAR 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.
- (b) Warranty Information -- The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.58 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the CO of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the CO shall have the right to order the Contractor to stop or suspend any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause. See FAR 52.242-14, Suspension of Work, in Section I.

H.59 CONTRACTOR INVENTORY PROGRAM

The Contractor shall establish a plan to include written maintenance, use, and inventory programs for all property, equipment, and materials used in performance of the contract. The inventory system shall ensure that preventive maintenance spare parts are in stock when needed. This includes both Contractor furnished materials and Government furnished property. Use procedures shall ensure that the property, equipment, and materials, will be used only for those purposes authorized in the contract. The inventory program shall include procedures for conducting physical inventories, including scheduling, responsibilities, and recordkeeping, for all

property, equipment and materials used by the Contractor. Negligent use of Government furnished property that results in damage or destruction is cause for repair or replacement at the Contractor's expense.

H.60 LIFE SERVICES SUPPORT

The limited number of contractor personnel living and working on site will have access to all listed contractor privileges in section H.24.

For those contractors not living on site, life support services will be limited to meals which occur during their normal work hours during the Food Service Base Year Period(unless contractor is willing to pay for his/her breakfast or dinner meal). After the Base Year, all meals must be paid for per the FUP using the Meal Card system. Contractors will also be entitled to a meal and housing when situations require that the contractor must stay on site. In these instances, housing arrangements must be coordinated through the GSO and the applicable COR. Meal arrangements will be handled by the Contractor.

All contractor personnel are entitled to resuscitative care while working on a COM site.

H.61 SECURITY CLEARANCE REQUIREMENTS

(a) Qualification for award of this classified contract is contingent upon possession, of a Secret Facility Security Clearance:

- (1) A facility security clearance at the SECRET level is required for contract performance in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification, attached to this solicitation.
- (2) Personnel requiring access to classified information or Controlled Access Areas (CAAs) must possess a Secret personnel security clearance issued by the Defense Industrial Security Clearance Office (DISCO) prior to contract performance (see Section J, Exhibit I). Individual clearances shall be maintained for the duration of employment under this contract, or until access requirements change. All other contractor personnel must be issued favorable Moderate Risk Public Trust (MRPT) certification by Bureau of Diplomatic Security (DS) or be favorably vetted by Regional Security Office (RSO) as described in H.61 (b) below.
- (3) Performance of this contract shall be in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification, in accordance with FAR 52.204-2 "SECURITY REQUIREMENTS," as applicable.

(b) The Contractor shall:

- (1) Obtain a DOS building pass for designated employees performing under this contract who will require frequent and continuing access to DOS facilities in accordance with

DOSAR 652.204-70, Department of State Personal Identification Card Issuance Procedures. If a post-issued badge is required instead, the contractor must adhere to all post requirements prior to the issuance of the badge.

- (2) Access to classified or have access to classified areas only at US Government locations. This contract does not allow for the contractor to Safeguard and dispose classified material at the company location.

Contractor personnel shall possess personnel security clearances commensurate with their level of access. Personnel who do not require personnel security clearances must be favorably vetted in one of the following manners prior to contract performance: U.S. personnel who do not require a personnel security clearance must be issued a favorable Moderate Risk Public Trust (MRPT) determination by the Bureau of Diplomatic Security (DS); Third Country Nationals must be issued a favorable MRPT by DS; Local national personnel shall be vetted in accordance with Post vetting standards. MRPT Procedures can be found in Section J Exhibit E. After contract award, the Contractor will be given an Open Net user account which can access the Regional Security Office (RSO) intranet site which provides the various vetting forms and documents. The following provides information regarding the vetting process. The Baghdad Vetting Intake Center is located at Prosperity Building 92. Vetting is required for Locally Engaged Staff (LES), Third Country Nationals (TCN) and Uncleared American Citizens (AmCits) whose assigned workspace is on COM property, who have been given a conditional offer of employment with the U.S. Department of State or a U.S. Government Agency that participates in the Embassy's LES hiring program, or of a first-tier contractor who has made prior arrangements with the Regional Security Office (RSO) to conduct vetting. LES Vetting: BaghdadVetting@state.gov. TCN Vetting: BaghdadTCNVetting@state.gov. AmCit Vetting: BaghdadAmCitVetting@state.gov. Once an applicant has submitted a complete vetting package that has been accepted by the Vetting Intake Center, the processing times are between 45 and 60 days. (This does not account for applicant initiated delays resulting from cancellations, no shows, etc). The Contractor should plan on 60 days for the processing of vetting applications to meet staffing plan requirements for LNs.

- (c) The Government shall issue identity cards to approved Contractor personnel. These personnel shall display their identity cards at all times when in a Government facility. The Contractor shall maintain a record of the identity cards which have been issued and provide this record to the COR upon request. The Contractor will notify the COR if an identity card is lost or stolen. The Contractor shall be responsible for retrieving all identity cards from employees prior to their departure time or termination date when the employee is no longer performing services under this contract, or at the request of the Government. The Government reserves the right to deny access to U.S. Government facilities to any individual.
- (d) Classified material will not be generated or safeguarded at the prime Contractor or any subcontractor's physical locations. All access to (or generation of) and safeguarding of classified information will occur at DOS locations only, domestically and at Post, on DOS approved equipment only.

- (e) The prime Contractor and all subcontractors will submit a Visit Authorization Request (VAR), for all cleared personnel performing on this contract. The VAR must be submitted to the Bureau of Diplomatic Security, DS/IS/IND, via facsimile at (571) 345-3000 or via e-mail to DS_IND_ContractorVARs@state.gov. A copy of the JCAVS Person Summary must be attached to the visit request. DS/IS/IND is the only authorized recipient of the JCAVS Person Summaries at DOS. Contractors will not be authorized to perform on contract, badged, or admitted to DOS facilities, until VARs have been received and processed.
- (f) The prime Contractor must request a DD Form 254 for all subcontractors requiring access to classified information, or any unescorted access to Controlled Access Areas at Post. Requests for DD Forms 254 must be forwarded to DS/IS/IND via e-mail to the point of contact listed on Item 13 of the DD Form 254 or via facsimile at (571) 345-3000, for signature and approval, prior to subcontractor performing on contract or being given access to any classified information or unescorted access to a Controlled Access Area at Post. DD Forms 254 issued by DS/IS/IND will be forwarded to the prime contractor for distribution to subcontractors.
- (g) The Contractor and all subcontractors must comply with all Department of State (DOS) and Defense Security Service (DSS) requirements relating to the protection of classified and Sensitive But Unclassified (SBU) information and cooperate fully in all security matters that may arise relating to this contract.
- (h) The loss, compromise, or suspected compromise or loss of any classified information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs) or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the CO or COR and DS/IS/IND.
- (i) All U.S. citizens possessing a security clearance will be required to attend Contractor-provided security briefings regarding policies and procedures for the protection of classified and specifically designated sensitive information.
- (j) Upon arrival at Post, all U.S. personnel will be required to attend initial and subsequent periodic security briefings by the responsible Regional Security Officer (RSO), or designee. Debriefings may be requested by Diplomatic Security, either at post prior to departure and/or at the contractor's location.
- (k) Special Reporting Requirements -- The following reporting requirements are applicable to all cleared contractors. The reporting requirements are summarized below. Contractor Facility Security Officers (FSO) are required to brief these requirements to their cleared contractors.
- (l) Personal (unofficial) travel outside of Iraq -- Cleared contractor personnel must report all unofficial travel to the Regional Security Officer one week prior to departure.

(m) Suspicious Contact Reports (SCRs) -- Any contact with host or third country nationals that seems suspicious (such as undue curiosity as to the purpose of presence in country, requests for information regarding the project or project personnel), or attempts to establish suspicious recurring contact beyond routine professional or personal services, shall be reported immediately to the COR and RSO. Reporting of suspicious contacts requires filing a DS-1887 form, which can be obtained from the RSO. When completed, the form should be returned to the RSO for any necessary investigative action and for submission to DS/CI. Additionally, the company FSO shall submit a Suspicious Contact Report to their Defense Security Service Industrial Security Representative (in accordance with the NIPSOM) and DS/IS/IND.

H.62 KEY PERSONNEL

- (a) The Contractor shall assign key personnel as specified under each task order.
- (b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first 180 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
- (c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least 45 days, or 90 days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
 - (1) an explanation of the circumstances necessitating the substitution;
 - (2) a complete resume of the proposed substitute; and
 - (3) any other information requested by the Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
 - (4) Potential impact to contract performance, and actions taken to mitigate any risks.

H.63 PERFORMANCE MANAGEMENT

The Contractor shall establish the structures, processes, plans, schedules, reporting requirements, communication channels, and quality control necessary to ensure successful completion of all contract requirements.

The Contractor will be responsible for ensuring all services provided are in accordance with Government and DS-approved SOPs, industry-leading standards and fully account for DS and customer assets. The Contractor shall provide deliverables that are clear, concise, technically accurate and complete in order to meet periodic COR reporting requirements.

PROGRAM MANAGEMENT

The Contractor shall develop and institute an experienced Program Management Office (PMO) that will be responsible for fully understanding and immersing the Contractor into the DOS culture and mission. The PMO will be responsible for overall contract performance, communication, work order management, and regular interface with the DOS in order to provide insight into issues, solutions to problems, creating efficiencies and minimize costs.

The Contractor will be responsible for the development, maintenance, and execution of a Program Management Plan that addresses staffing, communication, quality and cost control, and risk management. The Contractor shall make periodic updates to the Program Management Plan when advised by the COR. The feedback shall be documented in a uniform format utilizing consistent nomenclature in a format approved by the COR.

H.64 ASSOCIATE CONTRACTOR AGREEMENT (APR 2008)

- (a) The Contractor shall enter into Associate Contractor Agreements (ACAs) for any portion of the task orders requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the successful operation of the Embassy Compound, which shall ensure the greatest degree of cooperation to meet the terms of the contract/task order. The agreements shall provide for the timely, free and direct exchange of information and data necessary to the performance of this contract/task order and shall be structured to ensure effective communication between counterparts at all levels from the senior corporate management to working technical staff.
- (b) ACAs shall include the following general information:
 - (1) Identify the associate contractors and their relationships.
 - (2) Identify the program involved and the relevant Government contracts/task orders of the associate contractors.
 - (3) Describe the associate contractor interfaces by general subject matter.
 - (4) Specify the categories of information to be exchanged or support to be provided.
 - (5) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
 - (6) Include the expiration date (or event) of the ACA.
- (c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.
- (d) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

- (e) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- (f) Agreements may be amended as required by the Government during the performance of this contract.
- (g) All costs associated with the agreements will be allocated to the Program Management Office Task Order.

Note: The Contractor should enter into ACAs with the companies performing the Operations and Maintenance Service Support (OMSS) program, the Embassy Air program, the DLA Food Provisioning program, and the Medical Services Support-Iraq program. Other potential ACAs should be identified and communicated to the COR.

H.65 ORDERING PROCEDURES (11/96)

- (a) In accordance with FAR 52.216-18 "ORDERING," the following individuals and activities are authorized to issue delivery order or task orders hereunder: Department of State Contracting Officer.
- (b) Orders placed under this contract shall contain the following information:
 - (1) Date of order;
 - (2) Contract number and order number;
 - (3) Item number and description, quantity, and unit price;
 - (4) Delivery or performance date;
 - (5) Place of delivery or performance (including consignee);
 - (6) Packing, packing, and shipping instructions, if any;
 - (7) Accounting and appropriation data;
 - (8) Security clearance level (s), applicable to the order, if any; and
 - (9) Any other pertinent information.
- (c) Issuance of orders by facsimile is authorized in accordance with FAR 52.216-18 "ORDERING."

H.66 TASK ORDERS

Beyond the first set of task orders issued with the IDIQ contract award, the following applies to future task orders to be issued within the scope of the IDIQ contract. This may include expansion to new structures or facilities within the Embassy Compound or to take over BLiSS services at other sites within Iraq. The below procedure is to be followed:

- (a) Task Order Requests shall be issued in writing to the Contractor by the Contracting Officer or the Contracting Officer's Representative (COR) and will describe the specific

support required by the Department of State. A Task Order Request is a request for proposal; it is not a Task Order and does not authorize performance.

- (b) Each Task Order Request shall include, at a minimum:
- (1) A detailed description of the Work to be performed;
 - (2) Applicable Specifications, Government Furnished Properties and other documents;
 - (3) Reporting, briefings, and/or other deliverable requirements;
 - (4) Due date for proposal submission;
 - (5) Contract type(s);
 - (6) Place of performance;
 - (7) Period of performance or required completion date;
 - (8) Quantities required;
 - (9) Any additional instructions for proposal submission not contained in this section.
 - (10) Any other information deemed appropriate by the Contracting Officer.
- (c) The Contractor shall submit to the CO a written technical proposal and a separate cost proposal within the specified working response days included in the Task Order Request.
- (d) FAR 52.216-1 Type of Contract -- This is an indefinite-delivery, indefinite-quantity (IDIQ) contract. The Government contemplates award of fixed-price type task orders to the maximum extent practicable for operations and maintenance services, minor constructions, expansions, upgrades, and modifications.
- (e) The price section shall contain in part, depending on the contract type of the contemplated task order, the applicable provisional billing indirect cost rates and firm-fixed-unit-prices negotiated in the contract. Certified cost or pricing data, as defined in FAR Subpart 15.4, will not be required if an exception identified in FAR 15.403-1 or 15.403-2 applies.
- (f) In the price section, for fixed-price arrangements (i.e., task orders or line items in a task order), the Contractor shall submit the following:
- CLIN
 - Sub-CLIN
 - Facility Description
 - Negotiated firm-fixed-unit-price(s)
 - Proposed units
 - Description of each supply
 - Proposed unit cost for each supply
 - Unit of measurement for each supply
 - Proposed units
 - Applicable indirect cost rate(s) description
 - Proposed applicable indirect cost rate(s)
 - Proposed indirect cost(s)
 - Proposed profit percentage
 - Proposed profit dollar amount

- Subtotal

(g) In the price section, for each direct labor cost under labor-hour arrangements and under the time portion of time-and-materials arrangements, the Contractor shall submit the following:

- CLIN
- Sub-CLIN
- Contract-specified labor category (if applicable)
- Internal labor category
- Proposed fixed fully-loaded hourly labor rate
- Estimated hours
- Subtotal

(h) In the price section, for each direct labor cost under cost-reimbursement arrangements and the materials portion of time-and-materials arrangements, the Contractor shall submit the following:

- CLIN
- Sub-CLIN
- Contract-specified labor category (if applicable)
- Internal labor category/employee title
- Name of employee
- Estimated unloaded hourly labor rate
- Estimated hours
- Applicable provisional billing indirect cost rate description
- Negotiated applicable provisional billing indirect cost rate(s)
- Provisional billing indirect cost
- Subtotal

(i) In the price section, for each direct non-labor cost/other direct cost (ODC) under cost-reimbursement arrangements and each material [as defined in FAR 52.232-7(b)(1)(ii)(A), (B), and (C) (Payments under Time-and-Materials and Labor-Hour Contracts)] under the materials portion of time-and-materials arrangements, the Contractor shall submit the following:

- CLIN
- Sub-CLIN
- Description of the ODC or material
- Estimated unit cost
- Unit of measurement
- Estimated units
- Applicable provisional billing indirect cost rate description
- Negotiated applicable provisional billing indirect cost rate(s)
- Provisional billing indirect cost

- Subtotal
- (j) In the price section, for travel costs under any arrangement, the Contractor shall submit the following:
- CLIN
 - Sub-CLIN
 - Contract-specified labor category (if applicable)
 - Internal labor category
 - Traveler name (if known)
 - Title of traveler or relationship of traveler to Contractor (if traveler is known)
 - Purpose of trip
 - Proposed/estimated dates of travel (if known)
 - Proposed/estimated number of days of travel
 - Origin
 - Destination
 - Proposed/estimated airfare or train fare
 - Proposed/estimated lodging cost per night
 - Lodging per diem, as indicated in FTR, JTR, or DSSR
 - Proposed/estimated meals and incidental expenses (M&IE) cost per day
 - Meals and incidental expenses (M&IE) per diem, as indicated in FTR, JTR, or DSSR
 - Proposed/estimated ground transportation cost per day
 - Proposed/estimated parking cost per day
 - Proposed/estimated tolls cost per day
 - Subtotal

The Contractor shall note that, pursuant to FAR 31.205-46(a)(1), the contractor's costs for lodging, and meals and incidental expenses may be based on actual costs incurred, per diem, or a combination thereof, as long as the method used results in a reasonable charge. Similarly, the contractor's costs for transportation may be based on actual costs incurred, mileage rates, or a combination thereof, as long as the method used results in a reasonable charge. The Contractor shall note in its proposal the respective methods used and/or intended to be used.

Pursuant to FAR 47.402, 47.403, and the Fly America Act, the Contractor shall use a U.S.-flag air carrier service unless specific conditions exist. If such conditions exist under a fixed-price arrangement (i.e., task order or line item in a task order), the Contractor shall submit with its task order proposal a memorandum explaining why it does not intend to use a U.S.-flag air carrier service. Inclusion of such costs in the awarded fixed-price is contingent upon Government acceptance of such explanation.

- (k) In the price section, for Post Hardship Differential Pay and Danger Pay costs under any arrangement, the Contractor shall submit a breakdown of the proposed/estimated costs.

- (l) In the price section, for DBA Insurance costs under any arrangement, the contractor shall submit the following:
 - a. Each applicable contract-specified labor category
 - b. Each covered employee name
 - c. Each covered employee title/internal labor category
 - d. Each covered employee designation (i.e., U.S. citizen, U.S. resident, hired in U.S. or its possessions, local national, or third-country national)
 - e. Number of proposed/estimated hours per covered employee
 - f. Proposed/estimated unloaded hourly labor rate per covered employee
 - g. Each "other taxable compensation" description(s) per covered employee
 - h. Each proposed/estimated "other taxable compensation" cost per covered employee
 - i. DBA Insurance rate
 - j. Subtotal

"Other taxable compensation" is compensation considered by the Internal Revenue Service as gross income for income tax purposes (e.g., Bonus, Post Hardship Differential Pay, and Danger Pay).

- (m) The COR, contract specialists, and other appropriate personnel shall review the proposal and forward their written recommendations to the Contracting Officer. Following successful negotiation of the Contractor's proposal, the Contracting Officer shall issue a written Task Order to the Contractor providing the necessary funding and authorizing the Contractor to begin work.
- (n) The Government shall not be obligated to pay the Contractor any amount in excess of the total Task Order amount, and the Contractor shall not be obligated to continue performance (for other than fixed-price contracts) if to do so would exceed the total Task Order amount.
- (o) Separate task orders will be issued for expansion, upgrade, and or modification (EUM) activities within a site (e.g. EC Baghdad) and to include any future option period prices when requested for the new work. Sixty (60) days prior to the start of the next option period, the Contractor shall provide a proposal to rebaseline the site's total cost and update the PWS administratively, by combining all task orders occurred during the performance period for to the specific site.

Task Order Award

- (1) The Contracting Officer may complete evaluation of the task order proposal without negotiations. The Contracting Officer, as part of the evaluation, may enter into negotiations with the Contractor.

- (2) The Contracting Officer may issue a task order upon completion of the task order proposal evaluation and any negotiations.
- (3) The Contracting Officer reserves the right to withdraw or cancel the proposed task order in the event issues pertaining to a proposed task order cannot be resolved to the satisfaction of the Contracting Officer. The Contracting Officer will notify the Contractor, via letter or email, of the decision. The decision shall be final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."
- (4) The Contracting Officer reserves the right to procure the services specified in a Task Order Request from other vendors in the event the evaluation and any subsequent negotiations fail to result in the award of a task order.

Commencement of Performance

- (1) The task order may be transmitted to the Contractor on a form SF-1449. Services placed through a task order will generally be required to begin no later than 30 days after execution of the task order unless otherwise specified.
- (2) Failure to begin performance within the time frame mentioned above may result in termination of the task order and reconsideration of the other task order proposals under evaluation. The Government reserves the right to terminate the contract for default if the Contractor fails to begin performance.

H.67 UNILATERALLY ISSUED TASK ORDERS

- (a) In instances where the Government's interests demand that the contractor be given a binding commitment so that work can start immediately, or there is not enough time to negotiate a definitive Task Order, the Government reserves the right to unilaterally issue the Task Order. Upon receipt of such orders, the Contractor shall proceed with performance of the work, including purchase of necessary materials. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive Task Order that will include
 - (1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the unilaterally issued task order,
 - (2) All clauses required by law on the date of execution of the definitive contract, and
 - (3) Any other mutually agreeable clauses, terms, and conditions.
- (b) The Contractor agrees to submit a fixed-price proposal and cost or pricing data supporting its proposal. All Task Orders will be definitized no later than 60 days after issuance. If agreement on a definitive Task Order to supersede the unilaterally issued Task Order is not reached within 60 days, or within any extension of it granted by the Contracting Officer, the Contracting Officer may determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause.
- (c) In any event, the Contractor shall proceed with completion of the Task Order. After the Contracting Officer's determination of price or fee, the Task Order shall be governed by--

All clauses required by the FAR on the date of execution of this unilaterally issued task order for fixed-price contracts, as determined by the Contracting Officer; All clauses required by law as of the date of the Contracting Officer's determination; and Any other clauses, terms, and conditions mutually agreed upon.

- (d) To the extent consistent with this section, all clauses, terms, and conditions included in this unilaterally issued task order shall continue in effect, except those that by their nature apply only to a unilaterally issued task order.

H.68 PERFORMANCE

- (a) Following execution of the task order, technical clarifications may be issued in writing at any time by the COR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order, which will impact the cost, schedule or deliverables content of the baseline, work plan.
- (b) In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the proposal to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.
- (c) Task orders may be placed during the period of performance of the contract, as identified in Section F. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices.

H.69 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

- (a) Authority: The Contracting Officer shall appoint individuals to act as Contracting Officer's Representatives (CORs), for general supervision, inspection, testing, and such other purposes as are deemed necessary for this contract. The CORs are designated the authority to act for the Contracting Officer in matter concerning technical clarification and inspection of performance. The COR is authorized to accept the Contractor's performance under the contract, including preparation of receiving reports and the authorization of progress payments when appropriate. The CORs will coordinate all work with the Contractor and review Contractor's performance at significant stages of its development. Alternate CORs are designated by the Contracting Officer as COR representatives to assist in the discharge of COR responsibilities when the COR is unable to be directly in touch with the contract work.
- (b) Limit on Authority: The CORs cannot alter or modify the specifications or contract terms and conditions, or waive the Government's requirements as to price, delivery, or other terms and conditions of the contract. Any changes in these conditions must be authorized in writing, by the Contracting Officer.

(c) Responsibilities - The responsibilities of the CORs and Alternate CORs include, but are not limited to:

- (1) Recommending deductions for contract payment for hours not worked;
- (2) Advising the Contracting Officer of nonperformance or unsatisfactory performance;
- (3) Advising the Contracting Officer of any factors that may cause delay in performance of work.
- (4) Reviewing and approving invoices for payment.

(d) Recordkeeping requirements - The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain as a minimum, the following items:

- (1) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR. These forms will be supplied to advise the Contractor of service requests and to document the performance of all work, including emergency work.
- (2) Contractor's Service Report forms, documenting arrival and departure time of the Contractor's representative performing the service, and all information on parts installed for unscheduled and emergency services only.
- (3) Documentation of any complaints from Post personnel or unusual incidents which may have taken place during the visit to the site.
- (4) If goods are being imported and a Value Added Tax or duty will have to be paid on them. Value Added Tax (VAT) should be identified as a separate line item. The contractor shall also reflect VAT as a separate charge on the invoice submitted.

H.70 RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

- 1) On contracts exceeding \$150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

(a) Recruitment Plan

1. State the anticipated number of workers to be recruited, the skills they are expected to have, and the country or countries from which the contractor intends to recruit them.
2. Explain how the contractor intends to attract candidates and the recruitment strategy including the recruiter.
3. Provide sample recruitment agreement in English.

4. State in the offer that the recruited employee will not be charged recruitment or any similar fees. The contractor or employer pays the recruitment fees for the worker if recruited by the contractor or subcontractor to work specifically on Department of State jobs.
5. State in the offer that the contractor's recruitment practices comply with recruiting nation and host country labor laws.
6. State in the offer that the contractor has read and understands the requirements of FAR 52.222-50 Combating Trafficking in Persons.
7. Contractor and subcontractors shall only use bona fide licensed recruitment companies. Recruitment companies shall only use bona fide employees and not independent agents.
8. Contractor will advise the Contracting Officer of any changes to the Recruitment Plan during performance.

2) HOUSING FOR AMERICAN NATIONALS AND THIRD COUNTRY NATIONALS

The offeror will submit a **Housing Plan** if the contractor intends to provide employer furnished housing. The **Housing Plan** must describe the location and description of the proposed housing. Contractors must state in their offer that housing meets host country housing and safety standards and local codes or explain any variance. Contractor shall comply with any Temporary Labor Camp standards contained in this contract. In contracts without a Temporary Labor Camp standard, fifty square feet is the minimum amount of space per person without a Contracting Officer waiver. Contractor shall submit proposed changes to their Housing Plan to the Contracting Officer for approval.

Department of State contractor and subcontractors will treat employees with respect and dignity by taking the following actions:

- (a) Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents or passports. Contractors and subcontractors are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document to prevent or restrict the person's liberty to move or travel in order to maintain the services of that person, when the person is or has been a victim of a severe form of trafficking in persons. Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.

(b) Contractor shall provide employees with signed copies of the/their employment contracts, in English and the employee's native language, that define the terms of employment, compensation including salary, overtime rates, allowances, salary increases, job description, description of any employer provided housing, benefits including leave accrual, and information on whether hazardous working conditions are anticipated. Contracts must be provided prior to employee departure from their countries of origin. Contractors will provide workers with written information on relevant host country labor laws. Fraudulent recruiting practices, including deliberately misleading information, may be considered a material breach of this contract.

(c) Contractor shall provide all employees with a "Know Your Rights" brochure and document that employees have been briefed on the contents of the brochure. The English language version is available at <http://www.state.gov/g/tip> or from the Contracting Officer.

(d) Contractor shall brief employees on the requirements of the FAR 52.222-50 Combating Trafficking in Persons including the requirements against commercial sex even in countries where it is legal and shall provide a copy of the briefing to the Contracting Officer Representative (COR).

Contractor shall display posters in worker housing advising employees in English and the dominant language(s) of the Third Country Nationals being housed of the requirement to report violations of Trafficking in Persons to the company and the company's obligation to report to the Contracting Officer. The poster shall also indicate that reports can also be submitted to the Office of the Inspector General (OIG) Hotline at 202-647-3320 or 1-800-409-9926 or via email at OIGHOTLINE@STATE.GOV.

(e) Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits. Contractors are responsible for repatriation of workers imported for contract performance except an employee legally permitted to remain in the country of work and who chooses to do so; or an employee who is a victim of trafficking seeking victim services or legal redress in the country of employment or a witness in a trafficking-related enforcement action.

(f) Contractor will monitor subcontractor compliance at all tiers. This includes verification that subcontractors are aware of, and understand, the requirements of FAR 52.222-50

Combating Trafficking in Persons and this clause. Contractors specifically agree to allow U.S. Government personnel access to contractor and subcontractor personnel, records, and housing for audit of compliance with the requirements of this clause.

- (g) The contractor agrees to include this clause in all subcontracts over \$150,000 involving recruitment of third country nationals for subcontractor performance.
- (h) On contracts or subcontracts for other than commercially available off the shelf items, Offerors will certify with the submission of their proposal and annually thereafter that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent trafficking activities and to comply with the provisions of this clause. The certification will confirm that, to the best of its knowledge and belief, neither the prime nor subcontractor have engaged in any trafficking related activities described in section 106(g) of the Trafficking Victims Protection Act (TVPA) or the prohibitions of this clause.

H.71 ENGLISH PROFICIENCY

For contractor employees, subcontractors and vendors the appropriate level of English language proficiency is to be determined by the nature of the particular job, and should take into consideration health and safety of the individual and coworkers, as well as that of the general populace of the DOS site.

SECTION I – CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.acquisition.gov/far

DOSAR: www.statebuy.state.gov/DOSar

Clause	Title	Date
52.202-1	Definitions	Jan 2012
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	Sept 2006
52.203-7	Anti-Kickback Procedures	Oct 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct	Apr 2010
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-7	Central Contractor Registration	Feb 2012
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Feb 2012
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Dec 2010
52.215-2	Audit and Records – Negotiation	Oct 2010
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	Aug 2011
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications	Oct 2010
52.215-14	Integrity of Unit Prices	Oct 2010
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010

52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	Jul 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications	Oct 2010
52.215-23	Limitations on Pass-Through Charges	Oct 2009
52.216-7	Allowable Cost and Payment	June 2011
52.216-8	Fixed Fee	June 2011
52.216-11	Cost Contract – No Fee	Apr 1984
52.217-8	Option to Extend Services	Nov 1999
52.219-8	Utilization of Small Business Concerns	Jan 2011
52.219-9	Small Business Subcontracting Plan (Alt II)(Oct 2001)	Jan 2011
52.219-16	Liquidated Damages – Subcontracting Plan	Jan 1999
52.222-2	Payment for Overtime Premiums	Jul 1990
52.222-19	Child Labor- Cooperation with Authorities and Remedies	Jul 2010
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Mar 2007
52.222-35	Equal Opportunity For Veterans	Sep 2010
52.222-29	Notification of Visa Denial	June 2003
52.222-36	Affirmative Action for Workers with Disabilities	Oct 2010
52.222-37	Employment Reports Veterans	Sep 2010
52.223-3	Hazardous Material Identification and Material Safety Data (Alt I) (Jul 1995)	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information (Alt I)(May 2011)	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	May 2011
52.223-11	Ozone-Depleting Substances	May 2001
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	Dec 2007
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	June 2008
52.225-14	Inconsistency Between English Version and Translation of Contract	Feb 2000
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission	Mar 2008

	Outside the United States	
52.227-1	Authorization and Consent	Dec 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Dec 2007
52.227-3	Patent Indemnity	Apr 1984
52.227-14	Rights in Data—General	Dec 2007
52.228-3	Worker’s Compensation Insurance (Defense Base Act)	Apr 1984
52.228-5	Insurance—Work on a Government Installation	Jan 1997
52.230-2	Cost Accounting Standards	Oct 2010
52.230-6	Administration of Cost Accounting Standards	Jul 2010
52.232-1	Payments	Apr 1984
52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	Feb 2007
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	Oct 2010
52.232-18	Availability of Funds	Apr 1984
52.232-20	Limitation of Cost	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2008
52.232-25	Prompt Payment (Alternate I)	Oct 2008
52.233-33	Payment by Electronic Funds Transfer- Central Contractor Registration	Oct 2003
52.233-1	Disputes	July 2002
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.236-5	Material and Workmanship	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-14	Availability and Use of Utility Services	Apr 1984
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.242-1	Notice of Intent to Disallow Costs	Apr 1984
52.242-3	Penalties for Unallowable Costs	May 2001
52.242-4	Certification of Final Indirect Costs	Jan 1997
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	Apr 1984

52.243-1	Changes – Fixed-Price (Alt II)(Apr 1984)	Apr 1987
52.243-2	Changes – Cost-Reimbursement (Alt II)(Apr 1984)	Aug 1987
52.243-3	Changes – Time-and-Materials or Labor-Hours	Sept 2000
52.244-2	Subcontracts	Oct 2010
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Dec 2010
52.245-1	Government Property	Aug 2010
52.245-9	Use and Charges	Aug 2010
52.246-25	Limitation of Liability – Services	Feb 1997
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	Apr 1984
52.247-63	Preference for U.S. – Flag Air Carriers	June 2003
52.247-64	Preference for Privately Owned U.S. – Flag Commercial Vessels	Feb 2006
52.248-1	Value Engineering	Oct 2010
52.249-2	Termination for Convenience of the Government (Fixed-Price)	May 2004
52.249-6	Termination (Cost-Reimbursement)	May 2004
52.249-6	Termination (Cost Reimbursement) (Alt IV)(Sep 1996)	Sep 1996
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-14	Excusable Delays	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991
652.216-70	Ordering – Indefinite-Delivery Contract	Apr 2004
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended	Aug 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States	July 1988
652.229-71	Personal Property Disposition at Posts Abroad	Aug 1999
652.232-72	Limitation of Funds	Aug 1999
652.242-71	Notice of Shipments	July 1988
652.243-70	Notices	Aug 1999

I.2 FAR CLAUSES INCORPORATED IN FULL TEXT

I.2.1 PREVENTING PERSONAL CONFLICTS OF INTEREST – FAR 52.203-16 (DEC 2011)

(a) Definitions. As used in this clause—

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee's ability to act impartially and in the best interest of the Government” is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are—
 - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

- (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
- (3) Inform covered employees of their obligation—
 - (i) To disclose and prevent personal conflicts of interest;
 - (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) To avoid even the appearance of personal conflicts of interest;
- (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
- (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
- (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—
 - (i) Failure by a covered employee to disclose a personal conflict of interest;
 - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
 - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- (c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—
 - (i) Agreement to a plan to mitigate the personal conflict of interest; or
 - (ii) A waiver of the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- (3) The Contractor shall—
 - (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
 - (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.
- (d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—
 - (1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

I.2.2 RESERVED

I.2.3 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS – FAR 52.209-9 (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.2.4 ORDERING -- FAR 52.216-18 (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.2.4 FAR 52.216-19 ORDER LIMITATIONS -- (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$250M.

(2) Any order for a combination of items in excess \$350M;

or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the

Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.2.5 INDEFINITE QUANTITY – FAR 52.216-22 (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after ____ 180 days _____ [*insert date*].

I.2.6 RESERVED

I.2.7 OPTION TO EXTEND THE TERM OF THE CONTRACT – FAR 52.217-9 (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least __60__ days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ____5 years____ (months) (years).

I.2.8 COMBATING TRAFFICKING IN PERSONS – FAR 52.222-50 (FEB 2009)

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person. “Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

- (b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—
 - (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
 - (2) Procure commercial sex acts during the period of performance of the contract; or
 - (3) Use forced labor in the performance of the contract.
- (c) *Contractor requirements.* The Contractor shall—
 - (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—
 - (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
 - (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.
- (e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—
 - (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
 - (6) Suspension or debarment.
- (f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

- (g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

I.2.9 RIGHTS TO PROPOSAL DATA (TECHNICAL)— FAR 52.227-23 (JUN 1987)

Except for data contained on pages ____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

(End of clause)

I.2.10 TAXES- FOREIGN FIXED PRICE CONTRACTS – FAR 52.229-6 (JUN 2003)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) *Definitions*. As used in this clause—

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Country concerned" means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes" include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax" means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax" means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which

the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“Excepted tax” means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. “Excepted tax” does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor’s possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the

Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of clause)

I.2.11 TAXES- FOREIGN COST-REIMBURSEMENT CONTRACTS – FAR 52.229-8 (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of IRAQ, or from which the Contractor or any subcontractor under this contract is exempt under the laws of IRAQ, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

I.2.11 – NOTIFICATION OF CHANGES - FAR 52.243-7 (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the

date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be

reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to

provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.2.12 – AUTHORIZED DEVIATIONS IN CLAUSES - FAR 52.252-6 (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any –U.S. Department of State Acquisition Regulation (48CFR Chapter 6) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

I.3 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

I.3.1 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES – DOSAR 652.204-70 (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Verification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor’s employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Verification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

I.3.2 ADDITIONAL CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED OFFENSES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN --DOSAR 652.225-72(DEVIATION) (JAN 2012)

(a) As specified in Section 854 of Public Law 110-417, the Contractor shall report to the appropriate investigative authorities any alleged offenses committed by or against

Contractor personnel under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or any other applicable U.S. criminal law.

- (b) The Contractor shall comply with and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal regulations, and Department of State (DOS) Chief of Mission (COM) orders applicable to Contractor personnel, including but not limited to instructions, policies and directives. Contractor employees shall particularly note all laws, regulations, policies and orders prohibiting sexual or aggravated assault.
- (c) A Contractor employee who engages in an alleged offense may be subject to arrest by law enforcement authorities, removal from the contract, and prosecution in the United States or the local jurisdiction.
- (d) Contractors who suspect that an employee has committed an offense, or has been the victim of an offense described in paragraph (a), shall immediately notify the following:
 - (1) The DOS Regional Security Officer (RSO) responsible to the COM;
 - (2) The Contracting Officer;
 - (3) The Contracting Officer's Representative; and
 - (4) The DOS Office of the Inspector General (OIG) Hotline via e-mail to oighotline@state.gov specifying either Iraq or Afghanistan in the e-mail subject line.
- (e) Contractors shall not knowingly facilitate the departure of an employee suspected of committing a serious offense without coordinating with law enforcement authorities.
- (f) The Contractor will ensure, when an offense is reported or instances where there is reasonable belief an offense has been committed, that all contract employees are aware of their responsibilities to preserve evidence, to the extent possible.
- (g) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, the name and contact information for the Regional Security Officer responsible to the COM, and will inform such contractor personnel that they may seek victim and witness protection and assistance, and may report an alleged offense, by contacting the Regional Security Officer.

I.3.3 RESERVED

I.3.4 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) SERVICES – DOSAR 652.228-71 (JUN 2006)

- (a) This clause supplements FAR 52.228-3. For the purposes of this clause, covered contractor employees includes the following individuals:
 - (1) United States citizens or residents;

- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers compensation laws.
- (b) RESERVED.
- (c) RESERVED.
- (d) RESERVED.
- (e) RESERVED.
- (f) RESERVED.
- (g)
 - (1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. Persons includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.
 - (2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:
 - (i) Contract number;
 - (ii) Name of Contractor;
 - (iii) Brief description of the services to be provided under the contract and country of performance;
 - (iv) Name and position title of individual(s);
 - (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
 - (vi) Dates (or time frame) of performance at the overseas location; and,
 - (vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).
 - (3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

**I.3.5 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE –
DOSAR 652.237-72 (APR 2004)**

- (a) The Department of State observes the following days as holidays:
 - New Year's Day
 - Martin Luther King's Birthday
 - Washington's Birthday
 - Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

- (b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.
- (c) When the Department of State grants administrative leave to its Government employees, assigned Contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.
- (d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:
 - (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
 - (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.
- (e) If administrative leave is granted to Contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

I.3.6 CONTRACTING OFFICER'S REPRESENTATIVE (COR) – DOSAR 652.242-70 (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract.

Each designee shall be identified as a Contracting Officers Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

- (b) The COR is TO BE DETERMINED.

I.3.7 AUTHORIZATION AND PERFORMANCE – DOSAR 652.242-73 (AUG 1999)

- (a) The Contractor warrants the following:
- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed, or will obtain such authorization before performance of this contract begins;
 - (2) That it has obtained all necessary licenses and permits required to perform this contract, or will obtain such licenses and permits before performance of this contract begins;
 - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a Subcontractor or joint venture partner, then such Subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

EXHIBITS	TITLE
A	BLiSS Task Order Requests
A.1	BLiSS Statement of Objectives (SOO) with Attachments <u>Revised A001)</u>
B	RESERVED
C	Past Performance Questionnaire
D	DD Form 254 –Contract Security Classification Specification
E	Moderate Risk Public Trust Processing Procedures <u>(Revised A001)</u>
F	Pricing Tables <u>(Revised A001)</u>
G	U.S. Embassy LES Vetting Request
H	Reserved
I	List of Personnel with Required Secret Clearances

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 FAR PROVISIONS INCORPORATED IN FULL TEXT

K.1.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS – FAR PROVISION 52.204-8 (MAR 2012)

- a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is _561210.
 - (2) The small business size standard is \$35.5M.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- b)
 - (1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
 - (2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - ☐ (i) Paragraph (d) applies.
 - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
 - (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
 - (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
 - (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
 - (xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
 - (xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
 - (xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.
 - (xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—
 - (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
 - (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]
- (i) [52.219-22](#), Small Disadvantaged Business Status.
 - __ (A) Basic.
 - __ (B) Alternate I.
 - __ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
 - __ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
 - __ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
 - __ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).
 - __ (vi) [52.227-6](#), Royalty Information.
 - __ (A) Basic.
 - __ (B) Alternate I.
 - __ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and

are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.1.2 INFORMATION REGARDING RESPONSIBILITY MATTERS – FAR PROVISION 52.209-7 (FEB 2012)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal

contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

K.1.3 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION – FAR PROVISION 52.230-1 (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

[] (4) *Certificate of Interim Exemption.* The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ ☐ The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ ☐ Yes ☐ ☐ No

(End of provision)

K.1.4 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES – FAR PROVISION 52.230-7 (APR 2005)

The Offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ ☐ Yes ☐ ☐ No

If the Offeror checked “Yes” above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K.2 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

K.2.1 ARAB LEAGUE BOYCOTT OF ISRAEL DOSAR 652.225-70 (AUG 1999)

(a) Definitions. As used in this provision:

“Foreign person” means any person other than a United States person as defined below.

“United States person” means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the Offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.
(End of provision)

**K.2.2 DEFENSE BASE ACT - COVERED CONTRACTOR EMPLOYEES DOSAR
652.228-70 (JUN 2006)**

Note: Offerors shall complete this provision only with respect to the proposed firm-fixed-unit-prices under Operations and Maintenance Services. This provision shall be completed again at the task order level because it is at the task order level when additional requirements will be specified.

- (a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local worker's compensation laws		Local Nationals: Third Country Nationals:
(4) Local nationals or third country nationals where performance takes place in a country where there are local worker's compensation laws		Local Nationals: Third Country Nationals:

- (b) The CO has determined that for performance in the country of Iraq -

☐ Worker's compensation laws exist that will cover local nationals and third country nationals.

☒ Worker's compensation laws do not exist that will cover local nationals and third country nationals.

- (c) If the bidder/Offeror has indicated "yes" in block (a)(4) of this provision, the bidder/Offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/Offeror shall assume liability toward the employees and their

beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED.

K.2.3 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS - FAR 52.237-8 (AUG 2003)

(a) The Federal Acquisition Regulation (FAR), at [31.205-6\(g\)\(6\)](#), limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the agency grants a waiver pursuant to FAR [37.113-1](#) before contract award.

(b) In making the determination concerning the granting of a waiver, the agency will determine that—

(1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for—

- (i) Members of the armed forces stationed or deployed outside the United States; or
- (ii) Employees of an executive agency posted outside the United States;

(2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment of severance pay to employees under the contract who are foreign nationals; and

(3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract, or is necessary to comply with a collective bargaining agreement.

(End of provision)

K.2.4 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION AND DISCLOSURE

(a) The Offeror certifies, to the best of its knowledge and belief, that it _____ is, _____ is not aware of any information bearing on the existence of any potential organizational conflict of interest, as defined in FAR 9.501, which relates to the work to be performed pursuant to this solicitation. As used herein, "Offeror" means the proposer or any of its affiliates or proposed consultants or subcontractors of any tier. (b) If the Offeror is aware of any such information, the Offeror shall provide a disclosure statement as part of its proposal which describes in a concise manner all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the Offeror may have a potential organizational conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such organizational conflict. (c) The Government will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to the

Government, will be used to determine whether an award to the Offeror may create an organizational conflict of interest. If an organizational conflict of interest is found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the Offeror, or (3) determine that it is otherwise in the best interest of the United States to contract with the Offeror by including appropriate conditions mitigating such conflict in the resultant contract. (d) Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest. (e) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

K.3 CERTIFICATION (05/95)

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete.

Signature: _____
Type Name: _____
Title: _____
Date: _____

K.4 AUTHORIZED CONTRACT ADMINISTRATOR

If the Offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the Offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1 (FEB 1998)

This solicitation incorporates solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR: www.acquisition.gov/far

DOSAR: www.statebuy.state.gov/DOSar

Provision	Title	Date
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-1	Instructions to Offerors—Competitive Acquisition	Jan 2004
52.215-16	Facilities Capital Cost of Money	Jun 2003
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort	Oct 2009
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements—Non-commercial Item Acquisition with Adequate Price Competition	Feb 2007
52.216-30	Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition without Adequate Price Competition**	Feb 2007
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	Feb 1999
52.237-1	Site Visit	Apr 1984
52.237-10	Identification of Uncompensated Overtime	Oct 1997

**This provision is applicable to time-and-materials/labor-hour task orders.

L.2 TYPE OF CONTRACT FAR 52.216-1 (APR 1984)

This is an indefinite-delivery, indefinite-quantity (IDIQ) contract for non-commercial services. Contract types for the individual task orders will fall under one or more of the following, depending on the type, complexity, and urgency of the task order requirement: fixed-price, cost-reimbursement, labor-hour, and/or time-and-materials.

L.3 SERVICE OF PROTEST FAR 52.233-2 (AUG 1996)

Protest, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the CO, by obtaining written and dated acknowledgement of receipt from the Department of State CO at the address below.

U.S. Department of State
P.O. Box 9115
Rosslyn Station
Arlington, VA 22219
Attn: John Stever
A/LM/AQM/IT – SA-6

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 RESERVED

L.5 COMPETITION ADVOCATE/OMBUDSMAN DOSAR 652.206-70 (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential Offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), 1000 Wilson Blvd., Ste 900, Arlington VA 22209.

(b) The Department of States Acquisition Ombudsman has been appointed to hear concerns from potential Offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Daniel J.

Walt, at 703-516-1696. For an American Embassy or overseas post, concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), 1000 Wilson Blvd., Ste 900, Arlington VA 22209. .

L.6 ALTERNATE OFFER INFORMATION

An alternate offer is not being solicited and shall not be considered.

L.7 SOLICITATION RESPONSE

The Offeror shall submit all information requested in the solicitation. The Government reserves the right to eliminate from the competition any proposal that fails to include all information requested in the solicitation.

The Government will not pay for any proposal costs incurred by the Offeror or any costs attributed to the proposal preparation unless the Offeror wins the award, and such costs are part of an established indirect cost pool and determined allowable by the Offeror's cognizant Federal agency official.

L.8 TIME, PLACE, AND SUBMISSION OF OFFER

The Offeror shall assume the full and total responsibility of insuring that the offer is received at the place and by the designated time and date designated in Block 9 of the SF-33. Each Offeror shall contact the Contract Specialist by phone to ensure receipt of proposal after it is delivered. If delivery is in person, Offerors shall contact Stephen Law, Procurement Analyst (Contractor) at (703)515-1961, or Don Schlienzy, (alternate) Senior Contract Specialist at (703)875-5363 two business days in advance to schedule delivery.

The Offeror is to deliver the originals and all copies to the address listed below:

Commercial (UPS, FedEx, DHL, or Courier):

U.S. Department of State
1701 North Fort Myer Drive
Arlington, VA 22209
A/LM/AQM/IT, SA-6, Room 200
Attn: Stephen Law

Postal (United States Postal Service):

U.S. Department of State
P.O. Box 9115
Rosslyn Station
Arlington, VA 22219
Attn: Stephen Law
A/LM/AQM/IT – SA-6

L.9 PROPOSAL HANDLING

The Offeror shall include the following notice as a cover page to its proposal:

GOVERNMENT NOTICE FOR HANDLING PROPOSALS

“This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract thereof. Any authorized restrictive notices which the submitter places on this proposal shall also be strictly complied with. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in Section 615.413-2(f) of the Department of State Acquisition Regulation (48 CFR Chapter 6).”

L.10 DISCUSSIONS WITH THE OFFEROR

The Contracting Officer is the **ONLY** person who is authorized to conduct formal discussions with the Offeror from release of this RFP through the time of contract award. Any such discussions shall be conducted in accordance with the Federal Acquisition Regulation, FAR Part 15, guidelines. The Contracting Officer is Mr. Paul H. Desilets.

L.11 DISPOSITION OF OFFERS

The proposals will not be returned. Upon award, the successful Offeror's original copies will be retained in the official contract file, and all other copies will be destroyed.

L.12 DEBRIEFING OF UNSUCCESSFUL OFFERORS

The debriefing of unsuccessful Offerors shall be conducted upon written request and within the guidelines of FAR 15.506.

L.13 SITE SURVEY AND OFFEROR QUESTIONS AND CLARIFICATIONS

L.13.1 SITE SURVEY

A Site Survey, available only to Offerors who intend to submit a proposal as the Prime contractor, was held at the U.S. Department of State (DOS) sites December 9-17, 2012. Participation at the Site Survey is not mandatory, but is highly recommended by the Department of State as information may be shared that cannot be delivered in any other format.

Every reasonable attempt to respond to questions generated from the Site Survey regarding the RFP will be formally collected and responded to by DOS via solicitation amendment.

L.13.2 OFFEROR QUESTIONS AND CLARIFICATIONS

Any questions, comments or clarifications concerning any aspect of the Request For Proposals (RFP) shall be prepared in writing and submitted no later than 4:00 p.m. (local Washington, DC time), February 28, 2013. Questions should be submitted, identified and segregated by topic (e.g., general, technical, cost or contract administration). Questions shall be submitted in a Microsoft Excel spreadsheet sized no larger than 8.5 x 11 inch “landscape” view, and shall be listed in a chart utilizing the following column headers:

Question #	General, Technical, Cost or Admin	RFP Section # Title & Page	Question	Recommendation, if any
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Questions/clarifications shall be sent only to the Stephen Law via email at Laws2@state.gov, Correspondence should include the RFP number. No telephonic questions shall be accepted.

All questions with responses shall be posted on FedBizOpps not later than 7 days prior to the proposal due date.

L.14 SUBCONTRACTING

The contractor is allowed to subcontract part of the services that are to be provided. However, the contractor must list all anticipated subcontracts in their proposal and the Government shall review all subcontracts made prior to award. All applicable terms and conditions requirements of the prime contract will be required to flow down to the subcontract.

L.15 GENERAL PROPOSAL INSTRUCTIONS

Offerors shall submit proposals according to the specific volume and number of copies of each included in the table below. The Offeror shall clearly mark on the face of each volume “Original” or “Copy.” The original volume shall contain the original signatures.

Volume	Volume Title	Number of Copies
1	Technical Proposal	Original and 5 copies; 6 CDs
2	Price Proposal	Original and 2 copies; 3 CDs
3	Business Management Proposal	Original and 3 copy; 4 CDs
4	Small Business Subcontracting Plan Proposal	Original and 1 copy; 2 CDs
5	Slides for the Oral Technical Proposal Presentation	Original and 5 paper copies; 1 CD. There is no limit to the number of slides, but only those slides actually discussed during the presentation will be considered in the technical evaluation. The

		presentation will be limited to 90 minutes. The Orals should only reflect the written proposal and not introduce new or contradictory information.
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Proposal pages shall be on 8-1/2" by 11" paper. The proposal shall be written utilizing Times New Roman; 12 Font; with 1 inch margins on all sides. Each section of the proposal volume shall be individually tabbed and indexed. The tabs shall use the titles from the outline listed below for the respective volume. The page numbers for each Tab should start with "1." All documentation shall be included in a 3-ring binder with the cover and spine affixed with labeling. All volume covers shall clearly identify the volume number; the RFP number; the Offeror's name, contacts name, email address, mailing address and the copy number.

The Technical Proposal shall not exceed 120 pages

The above page count excludes:

- table of contents/list of figures,
- sample plans such as
 - staffing plan,
 - housing plan,
 - preliminary transition plan,
 - past performance information,
 - resumes,
 - other required sample plans and
 - contingency offer letters.
- Sample plans required shall be limited to page counts disclosed in this RFP.

Any charts, graphs or tables shall be self explanatory and can utilize size Times New Roman or Arial Narrow 10 fonts. Foldouts can be utilized and must fold entirely within the volume. All foldouts shall be single-sided, no larger than 11" by 17" and count as one page.

Offerors shall include their non-price-related response to the attached Task Order Requests in Volume 1: Technical Proposal. Offerors shall include their price-related response to the attached Task Order Requests in Volume 2: Price Proposal.

The Technical Proposal shall contain no cost or pricing information.

The Price Proposal shall utilize single-sided page printing, including Excel spreadsheets. Price Proposals have no page limit.

The Offeror shall submit one CD-ROM with each proposal volume hard copy by inserting it into the front inside pocket. For example, the Offeror shall submit six hard copies (original and 5 copies) of Volume 1 (Technical Proposal), and in the front inside pocket of each volume hard copy, the Offeror shall include one CD-ROM. Offerors shall not lock the CD-ROM files.

Also, an editable copy in Microsoft Word is to be provided for Volumes 1, 3 and 4 and an electronic Excel/or Excel compatible format copy of Volume 2 will be provided by proposal due date in zip file to LawS2@state.gov.

Offerors are requested to use quality binders with heavy duty steel ball and socket ring mechanism that aligns properly and closes tightly to avoid problems with loose pages. Binders of the appropriate size for the number of pages should also be used.

L.16 SPECIFIC PROPOSAL INSTRUCTIONS

L.16.1 VOLUME 1: TECHNICAL PROPOSAL (120 PAGES)

The Technical Proposal is to specifically address the Offerors' approach to Sample Task Order Request for BLiSS sites support, and Task Order Request to Program Management.

The Technical Proposal shall specifically address the following factors in detail. Simply repeating or paraphrasing the requirements as stated in the RFP solicitation document (stating "the Offeror can and/or will meet the requirements") without a detailed description, (i.e. the approach,) how the work will be done, how this approach is beneficial to DOS is not acceptable and may cause the Government to reject the proposal as technically unacceptable.

This section is provided to advise Offerors on the format required and the content expected. There may be requirements for the proposal in other sections of this RFP that are not directly addressed below. It is incumbent upon the Offerors to be responsive to all sections.

The organization and content of the Technical Proposal shall follow the sequence of paragraphs listed below. The Technical Proposal shall include separate sections that address each of the following requirements:

L.16.1.1 EXECUTIVE SUMMARY (5 PAGES)

The Offeror shall prepare a cover letter, signed and dated by a company officer authorized to legally bind the company. The cover letter shall provide an executive summary of the Offeror's proposal and a brief history of the company's experience. The Executive Summary and history is limited to 5 pages and will be an attachment to the cover letter. The Offeror shall make a definitive statement as to whether or not any exceptions were taken to any of the terms and conditions contained in the solicitation. Exceptions will then be referenced and described. The penalty for making false statements is prescribed in 18 USC 1001. Failure to furnish current and complete information requested may cause a proposal to be determined unacceptable.

L.16.1.2 RESERVED

L.16.1.3 BLiSS SAMPLE TASK ORDER PROPOSAL– TECHNICAL APPROACH

The Offeror shall submit its proposal response to Section J Exhibit A (Sample Task Order Requests – Life Support Services (BLiSS) Statement of Objectives (SOO)) for all identified sites

based on the requirements and objectives specified and the description of services provided in the request and in Section C Statement of Work (SOW) of this solicitation.

The Offeror must submit a task order proposal along with a draft performance work statement for each identified site in the Sample Task Order Requests. A separate task order is contemplated to be issued for each site.

L.16.1.3.1 SAMPLE STAFFING PLAN (20 PAGES)

The Offeror shall provide a notional description of the organizational structure, management, and qualified staff required to provide onsite BLiSS services for Sample Task Orders. The Offeror shall describe:

- The organizational structure and number of personnel proposed to provide direct services under this contract. Provide in the table below a commitment to a percentage of LNs that will be part of the overall workforce by site per year: The Offeror shall begin with a baseline of 50% LNs of the Offeror's proposed total workforce. This number is made up of badged contractor personnel, whether prime or including prime, subcontractor, and vendor personnel which will be issued a Government identification badge to access a Government site to provide services and supplies at the start of the base year for in Basrah and IZ.

Site	Base Year	Option Yr 1	Option Yr 2	Option Yr 3	Option Yr 4
IZ	50%				
BDSC					
Basrah	50%				

List the tasks that will be delegated to local Iraqi-owned subcontractors and identify potential risks and propose mitigating strategies.

- The training methodology the Offeror will utilize to maintain and update employees' knowledge, best practices in BLiSS techniques including commercial techniques and program and project management skills for applicable personnel.
- The training methodology the Offeror will utilize to maintain employee proficiency in the use of software programs that may be employed during the contracts performance;
- The training methodology the Offeror will utilize to provide robust program and project management to plan, schedule and manage the overall workload requirements and deliverables of this project;
- The training methodology the Offeror will utilize to recruit, develop and maintain a Local National (LN) workforce for direct hire and subcontracted positions;
- Any awards or incentive plans designed to promote high quality performance and reduce personnel turnover for this contract;
- Housing outside DOS facilities- Assessment of housing need for applicable American and TCN staffs for effective and cost efficient solutions country-wide. Approach to managing housing, providing for personnel support (e.g. transportation, security, meals, medical, other).

- All Offerors are advised that DOS will not provide security for contractor housing or transportation of personnel in the performance of this contract.
- If the Offeror proposes the use of Third Country Nationals as part of the proposed Staffing, a Recruitment Plan and Housing Plan are required as per Section H.70. There is no page count for these Plans and they are not counted as part of the 20 page limit. However, these Plans will be evaluated on a pass/fail basis in the CO's determination of offerors responsibility in accordance with FAR Subpart 9.1 (Responsible Prospective Contractors)

Organizational and functional chart reflecting line of management responsibility, including corporate management (including name and telephone number) above the level managing this contract.

L.16.1.3.1.1 RESERVED

L.16.1.3.2 SAMPLE FOOD OPERATIONS PLAN (40 PAGES)

In response to the SOO (Section J, Exhibit A.1, Attachment 1) the Offeror will provide a Food Operations Plan that addresses the following objectives:

- Transition period timeline and plan for:
 - 90 day turnover from incumbent of food operations
- Base Year period timeline and plan for
 - 180 day turnover from DLA of supply chain operations to Contractor supply sources
 - 270 day (or less) transition to a fully operational Fixed Unit Price system with IT functionality
- Organization structure,
 - Staffing organization
 - Significant subcontractors, vendors, suppliers, if used, with a description of their role.
- Approach to “reduced operations”
- Conceptual set-up for cafeterias and snack bars, and alternative food systems proposed
- Approach to food service management
- Approach to financial management,
- Notional IT system enterprise-wide support architecture
 - using COTS products wherever possible,
 - with requirements and limitations;
 - specific examples of where the proposed system is in full operation, as available.
- Customer service standards;
- Food worker health and sanitation standards;
- Performance metrics;
- Notional safety and training plans;
- Tie-ins to Sample Staffing Plan;
- Tie-ins to Quality Control Plan;

- Tie-ins to PMO Task Order response (metrics and reporting);
- Identified risks and their recommended mitigation

L.16.1.3.3 SAMPLE FUEL OPERATIONS PLAN (15 PAGES)

In response to the SOO (Section J, Exhibit A.1 Attachment 11) the Offeror will provide a Fuel Operations Plan that addresses the following objectives:

- Transition period timeline and [project](#) plan for:
 - 120 day turnover from incumbents of fuel operations
 - 150 day turnover from DLA/Incumbent of supply chain operations
 - 150 day (or less) transition to a fully operational system
- [How GOI and commercial efforts to expand the supply of refined fuel products will impact this program.](#)
- [A comprehensive approach for providing fuel, to include descriptions of the following:](#)
 - [Required relationships between USG/DOS and GOI](#)
 - [How the Offeror will facilitate communications to speed up the process, and overcome current barriers](#)
 - [Identify potential risks and the Offeror's proposed mitigation plan for each](#)
- Organization structure,
 - [PMO staffing organization for fuel; other staffing required at DOS sites and external to DOS sites.](#)
 - Significant subcontractors, vendors, suppliers, if used, with a description of their role.
 - [Coordinating relationships with DOS](#)
 - [Coordinating relationships with appropriate GOI ministries and offices](#)
 - [Coordinating relationships with authorized vendors and distributors.](#)
- [Approach to financial management,](#)
- [COTS fuel tracking software \(by name, version and website\) providing functions identified in the SOO. Any additional functions or functions that are not available should be addressed, along with possible remedies for the latter.](#)
- [List of vendor agreements by company name and role;](#)
- [List of required approvals, licenses and permits required to conduct this part of the program in Iraq, and contracts supporting the plan;](#)
- Quality Control standards;
- [Performance metrics;](#)
- [Safety standards and controls;](#)
- Notional safety and training plans;
- Tie-ins to Sample Staffing Plan;
- Tie-ins to Quality Control Plan;
- Tie-ins to PMO Task Order response (metrics and reporting);
- Identified risks and their recommended mitigation

L.16.1.3.4 RESERVED

L.16.1.3.5 SAMPLE TRANSITION PLAN (20 PAGES)

The Government considers a smooth transition with a continuity of services to be critical. The Offeror's approach to transitioning the program from the current incumbent (if applicable) should detail how the Offeror's approach maintains quality and minimizes disruption to the mission. The Sample Transition Plan will be tied in to Sample Task Orders.

If the Offeror is the incumbent, the Sample Transition Plan for each task should address how the Offeror will make the transition to the new contract, including any work requirements or terms and conditions that did not appear in the incumbent's current contract, and demobilization of certain tasks that may be modified or eliminated in the BLiSS contract.

Ideally, the transition periods may range from 90 days to 120 days depending on the task, but should not exceed 150 days. The Sample Transition Plan shall include;

- The corporate perspective as to how the Offeror will manage transition requirements as described in the Section C SOW paragraph;
- The Transition Plan shall have a phased Deployment Plan (DP) described in each SOO for BLiSS;
 - The DP shall provide a notional description of the activities between receiving award or NTP of a task order and the start of contractor operations;
 - The DP shall fully describe each activity and provide an example schedule that displays the time period (e.g., Week 1, Week 2, etc.) associated with each activity;
 - The activities shall include examples such as obtaining required facility and personnel clearances, validation and reconciliation of serviceable GFP and inventory, procurement and shipment, if necessary, of new equipment and spares, recruiting, hiring and training of personnel, movement of personnel, housing of personnel establishment of reporting data list, and SPOT enrollment;
 - The DP shall describe a clear roadmap to assure the contractor will be capable of assuming full BLiSS responsibilities upon completion of the transition period;
 - The DP shall describe how the Offeror will collaborate with the incumbent (if applicable) to achieve a smooth transition for BLiSS and logistics.
- The Sample Transition Plan shall address each of the areas above and provide a description of the approach to detailing the Transition Plan, a commitment to meeting the required milestones, and identify potential risks and solutions in meeting the timelines.

L.16.1.4 RESERVED

L.16.1.5 PROGRAM MANAGEMENT OFFICE (PMO) (20 PAGES)

The Offeror shall propose a PMO organization structure and an approach to manage the contract at the overall IDIQ level and task order levels that assure acceptable quality, schedule and cost control, in meeting performance requirement and the Government's program outcomes.

Subsets of the PMO requirement should include:

- BLiSS Operations Management – Organization, Systems, Communications
- Logistics Management
 - Food Operations/Supply Chain Oversight and Coordination
 - Fuel Operations/Supply Chain Acquisition/Deliveries, Oversight and Coordination
- Quality Assurance Systems
- Safety Management
- Training Management
- Human Resource Management
- IT Systems
- Program Communication and Reporting (real time data sharing, briefings and periodic reporting)

L.16.1.5.1 KEY PERSONNEL (PART OF PMO ABOVE – PAGE COUNT NOT INCLUSIVE OF RESUMES)

The Country Manager/Contract Executive/Program Manager is at the IDIQ contract level.

The following roles are considered Key Personnel, and are to be identified:

- Country Manager (PMO Task Order)
- Operations Manager (PMO Task Order)
- Food Operations Manager (PMO Task Order, in support of the Food Operations Task Order)
- Site Operations Manager (each DOS site)

Qualification requirements are as follows:

Country Manager/Program Manager (PMO Task Order) - The country manager/program manager shall have the authority to commit the Contractor's financial resources, and act as the single point of contact with the Government, as required to meet the overall requirements of the Contract. The country manager shall have a minimum of 15 years experience in related life support services and/or logistics management, with a minimum of 5 years experience in providing such services to large facilities or operations.

Operations Manager (PMO Task Order)-The operations manager shall have the authority to commit Contractor's labor forces and the use of resources to meet the overall operations requirements of the Contract to include logistics management. The operations manager shall have a minimum of 15 years experience related life support services and/or logistics management, with a minimum of 5 years experience in providing such services to large facilities or operations.

Food Operations Manager (PMO Task Order) - The food operations manager shall have the authority to commit Contractor's labor forces and the use of resources to meet food services requirements of the food services task order. The food operations manager shall have a minimum of 10 years experience managing related food services operations, with a minimum of 5 years in large and complex operations.

Site Operations Manager/Project Manager (each DOS site) - The site operations manager shall have the authority to commit Contractor's labor forces and the use of resources to meet requirements their respective site requirements of the Contract. The operations manager shall have a minimum of 10 years experience related life support services, with a minimum of 5 years experience in providing such services to large facilities or operations.

The Offeror shall propose a named individual for each of these roles along with a detailed resume. The resume should state the relevant experience as it relates to tasks and responsibilities to be performed under the position qualifications stated in this solicitation. The resume must include a minimum of three (3) references that can be verified. The resume shall include:

- Name.
- Education level.
- Security clearance level.
- Statement of work history (including dates, employer, and title), description of experience, and indicate whether experience is full time or part time.
- Length of time employed by the Offeror. If a resume is provided for an individual who does not currently work for the Offeror, then a Contingency Offer Letter signed by the individual proposed.
- Resume(s) shall identify a start and end date (month and year) that the individual worked on each experience block or job reference cited in the resume.

L.16.1.6 RESERVED

L.16.1.7 RESERVED

L.16.1.8 SAMPLE PROGRAM MANAGEMENT PLAN (PMP) (20 PAGES)

The PMP is for the country-wide management and the sites, and shall describe how the Offeror will provide an overall approach to plan, monitor, control, and assess performance outcomes, manage risk, costs, establish continuous communications, and apply techniques for continuous improvements. The Offeror shall:

- Describe the program management structure, and roles and responsibilities;
- Indicate how work will be planned, controlled and managed at task order and master IDIQ levels;
- Describe how work is managed with respect to cost, schedule, technical and quality; compliance, resource, risk, subcontract, and data reporting to assure timely completion;

- Describe Corporate policy applicable: for quantity and duration of annual employee R&Rs; annual training provided which requires employee to travel outside of Iraq while deployed to Iraq;
- If applicable, identify PM software to be used and its capabilities for managing the program, tracking work, costs and schedule, and communicating with stakeholders at the appropriate levels;
- Describe metrics to be used to provide adequate quantitative visibility of service level quality or progress of projects.
- Include a high level Work Breakdown Structure within a Gantt Chart (or equivalent) with significant milestones for each major area of BLiSS, through Transition and into the Base year.
 - Reference Tie-ins to other Sample Plans.

L.16.1.9 SAMPLE QUALITY CONTROL PLAN-QUALITY ASSURANCE PLAN(QAP) (10 PAGES)

The QAP shall describe how the Offeror will ensure the quality of all BLiSS services provided under this contract. The QAP shall:

- Describe the methodologies the Offeror intends to employ to assure the quality, accuracy and completeness of the BLiSS services;
- Describe how the Offeror will monitor contract performance and compliance, when and how corrective actions will be implemented, and how corrective action will be documented and used to prevent recurrences;
- Describe the responsibilities of the different levels of management and supervision in the quality review system;
- Describe how quality systems/procedures will be documented and archived;
- Describe the Contractor's drug policy and how it intends to utilize a drug testing policy during recruiting and selecting of all personnel, and later on a routine random basis during the life of the contract;
- Include performance metrics, standards of performance, and methods of review and reporting.
- Include all reporting in periodic program reviews;
- Describe how the QAP will be used to implement process improvement and meet the delivered requirements of the contract.

L.16.1.10 SAMPLE COST CONTROL PLAN (CCP) (20 PAGES)

The CCP is considered at the IDIQ country-wide level and shall describe how the Offeror will ensure cost is monitored and controlled for cost reimbursement items and services provided under this contract. The CCP shall:

- Describe the methodologies the Offeror intends to employ to ensure the reimbursable costs are segregated and tracked at task order line item level for reasonableness, allowability and allocability;
- Describe how the Offeror will monitor, measure, control and implement methods to reduce costs over time on cost reimbursement of equipment, supplies, materials, and subcontracts including the increased use and purchase from the local labor and supply markets;
- Describe the responsibilities of the different levels of management and supervision in the cost control system;
- Describe how cost control systems/procedures will be documented and archived;
- Include performance metrics, standards of performance, and methods of review and reporting.
- Describe how the CCP will be used to meet the delivered requirements of the contract;
- Purchasing locally and regionally may help defray the logistic costs for consumables, materials, services and equipment. Describe an approach to making maximum use of local purchasing and performance goals towards steadily increasing efficiency and steadily reducing cost over the life of the contract.

L.16.1.11 RELEVANT EXPERIENCE (~~40-PAGES~~ 1 PAGE LIMIT PER CONTRACT OR SUBCONTRACT)

List contracts and subcontracts the company has held for relevant or similar work (see below). If the company or each partner in a joint venture has no relevant experience, provide a list of references where the key personnel and management worked on similar contracts.

The Department will evaluate the extent to which the work is relevant/similar to one or more of the following tasks (prior projects need not include all tasks to be considered similar; however, the more tasks that are covered, the more relevant the project may be considered):

- Managing and executing effectively life support services and logistics contracts from small to large and complex operations with a wide-array of support services performed in hostile, austere, remote locations within a country or large area.
- Managing multiple task orders as part of an overall program;
- Mobilizing systems, equipment, material, parts, supplies, and personnel into a contingency environment;
- Establishing and maintaining a supply pipeline for international operations;
- Managing, planning, performing, data-collecting and analysis, benchmarking, trending, and reworking activities for continuous improvements.
- Providing food services to a large organization;
- Purchasing and/or managing fuel for an organization or agency;
- Identifying events, indicators, and incidents that present potential or real time risks;
- Establishing quality controls and performance management reporting.

- Developing and implementing a training program for personnel in areas such as safety, security, human resources, and ethics and conduct. Offeror should indicate any experience in implementing such a program for third country nationals (TCN) and local nationals (LN).

The Offeror should identify any risks associated with the lack of relevant experience, and propose ways to mitigate such risk.

L.16.1.12 PAST PERFORMANCE (~~10 PAGES- 1 PAGE LIMIT PER CONTRACT OR SUBCONTRACT~~)

Provide the following information for each contract and subcontract of similar size and services performed in a similar setting for the past 5 years:

- Customer's name, address, and telephone numbers of customer's Point of Contact and technical personnel;
- Contract number and type (if applicable);
- Date of the contract, place(s) of performance, and delivery dates or period of performance;
- Contract size (~~number of personnel employed by contract year per labor category~~) and dollar value;
- Brief description of the work, including responsibilities;
- A comparison to the work required under this solicitation;
- ~~Brief discussion of any technical problems and their resolutions;~~
- Brief discussion of all terminations (partial or complete) and the type (convenience or default) as well as any deficiency notices, show cause notices or cure notices (provide explanatory details);
- Listing of deductions taken under any listed contracts, with explanatory details and resolution.

The Offeror shall distribute a copy of Exhibit C, Past Performance Questionnaire (PPQ), to each of the past performance references. PPQ responders will submit evaluations as directed in Section J Exhibit C. Offerors shall include, at a minimum, two PPQs with their technical proposal. Offerors with no past performance shall type "NO PAST PERFORMANCE" in Bold Letters on a clean sheet of paper and place it in the past performance section.

If an Offeror believes that any unfavorable information may be provided as a part of the reference check process, the Offeror should include a brief explanation of the circumstances pertaining to this data and the position of the Offeror in reference to these circumstances. If appropriate, the Offeror should indicate what steps have been included in this offer to prevent a recurrence of such situations.

Offerors are advised that the past performance information requested above may be discussed with the PPQ customer/responder point of contact (POC). In addition, POC referenced may be asked to comment on the Offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with, and assist, the customer in routine matters and when confronted by unexpected difficulties;
- Business integrity/business conduct.

Offerors shall not submit proposed subcontractor(s) past performance information for Program Management Office functions (PMO) in managing a prime contract. For task(s) other than PMO, which the offeror has no past performance, the offeror may include subcontractors' past performance. For a joint venture, all members must submit past performance information.

The Government will use past performance information primarily to assess an Offeror's capability to meet the solicitation performance requirements, including the relevance and currency of the Offeror's work experience. The Government may also use this data to evaluate the credibility of the Offeror's proposal. In addition, the CO may use past performance information in making a determination of responsibility.

In evaluating past performance, the Government may use "other" past performance information obtained from any source in addition to the information and references identified by the Offeror.

If any information obtained is considered unfavorable, the Offeror will have an opportunity to address this information during clarifications and/or discussions. In order to be determined a responsible company in accordance with FAR 9.104-1, General Standards, a contractor must have a satisfactory record of integrity and business ethics. Failure to provide current and complete information about prior contractual performance problems that may have resulted in invoice deductions taken, cure notices, show cause notices, or deficiency letters issued shall result in an unfavorable responsibility determination and the Offeror being determined ineligible for award.

L.16.1.13 ORAL TECHNICAL PROPOSAL PRESENTATION

Each Offeror may be required to make an oral technical proposal presentation and participate in clarifications led by the Contracting Officer and participated in by the Technical Evaluation Panel (TEP) Members and other representatives of the Government. The oral technical proposal presentation and clarifications, if any, will be held at the unclassified level. The oral technical proposal presentation will be used to assess the Offeror's capability to satisfy the requirements set forth in the RFP. The Offeror's oral technical proposal presentation shall contain the information in *L.16.1.18 Oral Technical Proposal Presentation Topics*.

L.16.1.14 ORAL TECHNICAL PROPOSAL PRESENTATION CONSTRAINTS

The Offeror shall identify the authors of the presentation by name and association with the Offeror. Attendance at the presentation shall be limited to no more than five (5) representatives. It is expected that the Program Manager will lead the presentation, supported by personnel

involved in the project. A senior corporate representative may attend as one of the five. One representative from any proposed key subcontractor, associate contractor, and/or contract team member can additionally attend, all as part of the five attendees. All authorized attendees, as described above, may participate during the Oral Presentation and respond to clarification questions.

- a. The Offeror will be given 15 minutes for set up.
- b. The Oral Presentation will last a maximum of ninety (90) minutes. It is the Offeror's responsibility to complete the presentation in the time period allotted.
- c. After the oral technical proposal presentation, the TEP will caucus to formulate a list of clarification questions to ask the Offeror during the Q&A session.
- d. The TEP chair will conduct a Q&A session with the Offeror, to clarify information necessary for proper evaluation of the Offeror's technical proposal. It is the Government's intention to award on initial proposals without discussions. The Q&A session will last no longer than 90 minutes.

The clarification session will provide the opportunity for the Offeror to respond to any performance concerns discovered by the Government in its review of the proposal, the oral presentations, and of the submitted Past Performance references. If necessary, the Offeror may briefly caucus to coordinate responses to specific requested clarifications. The total presentation, caucus and clarification session may last up to four hours. The Contracting Officer and the TEP Chair will be responsible for ensuring that all Offerors are given the same opportunity to respond to requests for clarification.

L.16.1.15 ORAL TECHNICAL PROPOSAL PRESENTATION MEDIA

There is no limit to the number of slides that can be presented during the oral technical proposal presentation, but only those slides actually discussed during the presentation will be considered in the technical evaluation. Oral technical proposal presentation slides shall be submitted in advance with the written proposal submission. No changes may be made to the slides after submission. Any slides outside of those presented with the proposal will be returned to the Offeror and will not be evaluated as part of this source selection. No other media may be used.

Presentation media are limited to computer based graphics of the Offeror's choice or normal viewgraph slides displayed using an appropriate projector. Unobtrusive company logos or names can be inserted on any or all slides. Slides should be sequentially numbered in the lower right corner. Transition effects shall not be used. The slides shall not contain any fonts smaller than a proportionally spaced font (such as Times New Roman) of at least 14 points.

L.16.1.16 ORAL TECHNICAL PROPOSAL PRESENTATION SCHEDULING

The Contracting Officer will schedule the oral technical proposal presentation with the authorized negotiator or the signatory of the SF-33. Time slots will be assigned randomly and may not be changed or traded. The Government reserves the right to reschedule any offeror's oral technical proposal presentation at its sole discretion.

Oral Technical Proposal Presentations will be given at facilities designated by the Contracting Officer. The exact location and any other relevant information will be provided when the presentations are scheduled.

L.16.1.17 RECORDING OF THE ORAL TECHNICAL PROPOSAL PRESENTATION

The offeror may **not** record any of the oral presentation process. The Government may record (videotape or other) the oral presentations and clarifications.

L.16.1.18 ORAL TECHNICAL PROPOSAL PRESENTATION TOPICS

The offeror shall address this information under the topics below. The oral technical proposal presentation shall include the following topics, and be organized in the following order:

- Topic 1: Technical Approach
- Topic 2: Staffing Plan,
- Topic 3: Program Management Approach- Including Key Personnel
- Topic 4: Past Performance and Experience

L.16.1.19 RESERVED

L.16.2 VOLUME 2: PRICE PROPOSAL

L.16.2.1 PRICE PROPOSAL INFORMATION

- 1) Offerors shall submit a compliant price proposal pursuant to the instructions in Section L.16.2.2 (Price Proposal Instructions), and consistent with Exhibit A task order requests. Offerors which fail to submit a compliant price proposal may be excluded from award consideration.
- 2) Pricing Tables 1-3 comprise Exhibit F under Section J.
- 3) Offerors shall propose provisional billing and ceiling rates below (no subcontractor rates shall be proposed). If applicable, these indirect cost rates should be reflected in the most current indirect cost rate agreement that has been negotiated between the offeror and its cognizant Federal agency official. The Contracting Officer will fill in the blanks in Sections B.11, and B.12 at time of contract award. Offerors shall add or delete rows as necessary. The number (e.g., “1”) in the “Indirect Cost Rate Description” column signifies a specific indirect cost rate description. For example, an offeror may elect to propose “Fringe Benefits” next to “1)”, “Overhead” next to “2)”, and “G&A” next to “3).” Each row will apply to a different Contractor Fiscal Year Period, which offerors shall identify with month, day, and year in the right-most column

Indirect Cost Rate Description	Proposed Provisional Billing Indirect Cost Rate	Allocation Base	Contractor Fiscal Year Period
1)			
2)			

Indirect Cost Rate Description	Proposed Ceiling Indirect Cost Rate	Allocation Base	Contractor Fiscal Year Period
1)			
2)			

L.16.2.2 PRICE PROPOSAL INSTRUCTIONS

- 1) The electronic price proposal shall consist of the following, which are described further in this subsection:

- a. Narrative (in Word or [or Adobe PDF Searchable Image Exact, also known as PDF Image+Text](#))
- b. Pricing Tables (in one folder containing one Excel workbook)
- c. Supporting Information (in Word or [or Adobe PDF Searchable Image Exact, also known as PDF Image+Text](#))

Offerors shall prepare on a CD-ROM one electronic file for each of the above sections. Therefore, offerors shall prepare four files on each CD-ROM.

- 2) The hard-copy price proposal shall consist of the following, which are described further in this subsection:

- a. Narrative
- b. Pricing Tables
- c. Supporting Information

Offerors shall separate each of the above sections by a distinct tab and divider page.

- 3) The content of the electronic price proposal and hard-copy price proposal shall match. If differences exist between the two proposals and there is insufficient time for reconciliation, the hard-copy proposal shall take precedence.
- 4) Pricing Tables are provided by the Government and shall be completed by the offerors. Offerors proposed completed Pricing Tables shall include formulas.
- 5) Offerors shall use for pricing purposes the following period of performance:

Base Year:	May 1, 2013 through April 30, 2014
Option Year 1:	May 1, 2014 through Apr30, 2015
Option Year 2:	May 1, 2015 through Apr 30, 2016
Option Year 3:	May 1, 2016 through Apr 30, 2017
Option Year 4:	May 1, 2017 through Apr 30, 2018

- 6) In Pricing Table 1, Offerors shall propose one firm-fixed-price for labor (including DBA, personnel housing and related living expense not provided by the Government) for task order 2 (IZ), 3 (BDSC), 4 (Basrah) and 5 (RSO Supplemental Staffing) per contract year. For Food Service, Offerors shall transfer total price from Table 2 "TOTAL FOOD SERVICE PRICE PER YEAR". For Program Management Office, the Offeror shall transfer total price from Table 3 "TOTAL PMO PRICE PER YEAR."
- 7) In Pricing Table 1, Offerors shall propose estimated other direct cost including Supplies, Travel, ~~DBA Insurance~~, VISAs, Iraqi Business Permits & Licenses, Post Harship Differential, Danger Pay and applicable direct cost and fee. For post hardship differential and danger pay, Offerors shall provide rate and amount.
- 8) In Pricing Table 2, Offerors shall propose one firm fixed price for food services labor (including DBA and personnel housing and related living expense not provided by the Government) for performing Food Services task. Offeror must propose "Other Direct Cost" identified in Table 2 including the plug figures for Subtotal Food and apply Offeror's proposed Ceiling Indirect rates and fixed fee to TOTAL OTHER DIRECT COSTS. Offeror must identify Provisional Indirect Rate and Indirect Cost Allocation Bases and Proposed Indirect Ceiling Rate(s)
- 9) In Pricing Table 3, the Offeror must propose a firm fixed price for PMO labor per year (including DBA and personnel housing and related living expense not provided by the Government). The Offeror must propose its Offeror's Fully Loaded Fixed Unit Price (FUP)

per gallon of fuel freight on board (FOB) destination for each site. Offers submitted for less than the estimated quantities will not be considered for award.

- 10) In the Pricing Tables, offerors shall assume that, for at least DBA Insurance purposes, overseas performance will be conducted in an area(s) where there are no local worker's compensation laws.
- 11) In the Narrative, offerors shall identify the name and full contact information of their cognizant Federal auditor (e.g., local Defense Contract Audit Agency branch).
- 12) In the Narrative, offerors shall identify the name and full contact information of their cognizant Federal agency official (CFAO). The CFAO works in the offeror's cognizant Federal agency, which is normally the agency with which the offeror has the largest dollars in negotiated contracts, including option periods.
- 13) In the Supporting Information, offerors shall submit evidence to support the provisional billing indirect cost rates proposed in Pricing Table 1 and 2. Offerors shall submit such at least one of the following pieces of evidence pursuant to the following order of preference:
 - a. Current negotiated indirect cost rate agreement with the offeror's cognizant Federal agency official
 - b. Current forward pricing rate recommendation issued by the offeror's cognizant Federal agency official
 - c. Most recent (within the last two years) audit report from the Defense Contract Audit Agency (DCAA) or other qualified external auditor
 - d. Most recent (within the last two years) audit report from a qualified internal auditor
 - e. Current indirect cost rate proposal submitted to the offeror's cognizant Federal agency official and cognizant auditor
 - f. Identification of the indirect cost pools and respective allocation bases, and breakdown of the cost elements/costs comprising such pools and bases. The Government prefers that the offeror submit such evidence in a format similar to the applicable schedules in Chapter 6 (Incurred Cost Proposals) of DCAA's Information for Contractors, which may be found on DCAA's Web site (www.dcaa.mil) under the "Publications" link under the Index on the left sidebar.

L.16.2.3 TASK ORDER PRICE PROPOSAL

Offerors shall submit a price proposal in response to Exhibit A (Task Order Request – BLiSS services). Information and instructions for such submission are included in Sections L.16.2.2. ,

L.16.3 VOLUME 3: BUSINESS MANAGEMENT PROPOSAL

L.16.3.1 STANDARD FORM 33 (SF33)

The Offeror shall complete blocks 12 through 18, as appropriate, of the SF 33. The Offeror shall acknowledge all amendments either by signing and returning the SF30 (i.e., cover page only) or by acknowledging the amendments in Block 14 of the SF33. Offerors shall submit the complete offer to the address indicated in Paragraph L.10 above. Failure to submit a complete proposal by the closing time and date designated in Block 9 of the SF33 may result in the proposal being deemed “late” and not considered for award. Proposals will be evaluated in accordance with Section M.

L.16.3.2 BUSINESS MANAGEMENT

The Offeror shall describe the company's financial condition and capability. State the estimated percentage of the company's total business the work required by this solicitation will represent. Describe the priority placed by the Contractors management on the work required by this solicitation. Provide a current statement of financial condition, certified by a third party that includes copies of:

Income (profit-loss) Statement that shows profitability for the past three years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm’s sources and uses of cash during the most recent accounting period. This will help the Government assess a firm’s ability to pay its obligations.

Company Lines-of-Credit – provide copies of the all corporate bank lines-of-credit including the available amounts.

L.16.3.3 BUSINESS SYSTEMS AND JOINT VENTURE

Controls

Offerors shall describe how they have the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them prior to award.

Estimating System

Offerors shall indicate if they have a Government-determined adequate estimating system. If the Offeror has such a system, it shall submit evidence to support the adequacy determination (e.g., Defense Contract Audit Agency audit report). If the

Offeror does not have such a system, it shall describe its estimating system and established estimating policies, practices, and procedures.

Billing System

Offerors shall indicate if they have a Government-determined adequate billing system. If the Offeror has such a system, it shall submit evidence to support the adequacy determination (e.g., Defense Contract Audit Agency audit report). If the Offeror does not have such a system, it shall describe its billing system and established billing policies, practices, and procedures.

Purchasing System

Offerors shall indicate if they have a Government-approved purchasing system. If the Offeror has such a system, it shall submit evidence to support the approval (e.g., letter signed by the Offeror's cognizant Federal agency official). If the Offeror does not have such a system, it shall describe its purchasing system and established purchasing policies, practices, and procedures.

Cost Accounting System

- a) The Contracting Officer will make a contract award only to an otherwise successful Offeror who has an adequate cost accounting system. In this context, "adequate" is defined as "the Contracting Officer's determination that the Offeror's cost accounting system is at a risk level sufficient for the Government to enter into a contract." In making the adequacy determination, the Contracting Officer will consider the following factors: audit reports from Government agencies (e.g., Defense Contract Audit Agency); testimony from the Offeror's cognizant Defense Contract Audit Agency office; audit reports from a qualified external independent accounting firm; and the adequacy, compliance, and status of the Offeror's corrective action plan, if applicable.
- b) Offerors shall address the following issues in their description of their cost accounting system:
 - 1) Does the Offeror have a cost accounting system that provides for:
 - (a) Proper segregation of direct costs from indirect costs.
 - (b) Identification and accumulation of direct costs by contract.
 - (c) A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives (A contract is a final cost objective).
 - (d) Accumulation of costs under general ledger control.
 - (e) A timekeeping system that identifies employees' labor by intermediate or final cost objectives.
 - (f) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives.
 - (g) Interim (at least monthly) determination of costs charged to a contract through routine posting to books of account.

- (h) Exclusion from costs charged to Government contracts of amounts that are not allowable pursuant to FAR Part 31 or other contract provisions.
 - (i) Identification of costs by contract line item and by units (as if each line item or unit was a separate contract) if required by the proposed contract.
 - (j) Segregation of preproduction costs from production costs.
- 2) Is the Offeror's cost accounting system designed, and records maintained in such a manner that adequate, reliable data are developed for use in pricing follow-on acquisitions?
- 3) Is the Offeror's cost accounting system currently in full operation?
- c) If the Offeror responds affirmatively to the above questions, the Offeror shall submit any evidence (e.g. Defense Contract Audit Agency audit report) to assist the CO in his/her determination of cost accounting system adequacy.
 - d) If a Government agency or qualified external independent accounting firm has determined an Offeror's cost accounting system to be inadequate or inadequate in part, the Offeror shall submit its corrective action plan, including identifying past and future completion dates and current stage of the plan.
 - e) If a Government agency or qualified external independent accounting firm has not reviewed the Offeror's cost accounting system and the Offeror is considered for award of the contract, the Contracting Officer intends to request (at Government expense) a pre-award accounting system survey.
 - f) The Offeror shall submit the name and full contact information of its cognizant Federal auditor (e.g., local Defense Contract Audit Agency branch).

Cognizant Federal Agency Official

The Offeror shall submit the name and full contact information of its cognizant Federal agency official (CFAO). The CFAO works in the Offeror's cognizant Federal agency, which is normally the agency with which the Offeror has the largest dollars in negotiated contracts, including option periods.

Property Management System

Status of Property Management System (JUN 2007)

- (a) When used in this provision, Government-furnished property, Government property, and contractor-acquired property are all defined in FAR 45.101.
- (b) Potential Offerors shall include in their quote or offer:

- (1) Whether the Offeror's property management system that will be used on this contract to track Government-furnished property and/or contractor-acquired property has been determined to be adequate by a federal property manager.
- (2) The name, address, telephone number and e-mail address of both the:
 - (i) Cognizant Administrative Contracting Officer (ACO) responsible for review and the determination of adequacy of the contractor's property system; and
 - (ii) The cognizant contractor Government property manager.
- (3) The voluntary consensus standard or industry leading practices and standards to be used in the management of Government property, or existing property management plans, methods, practices or procedures for accounting of property.

(End of provision)

Joint Venture

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6) for the purposes of submitting a proposal under this solicitation and, if selected, would perform the contract as a single entity, they must submit the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of the resultant contract and work orders, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the parties to the joint venture or partnership must agree to be jointly and severally liable for performance of the contract and acts or omissions relating to the contract. Written evidence of such agreement is required with the proposal.

L.16.3.4 REPRESENTATIONS AND CERTIFICATIONS

All Offerors are required to be registered in the Central Contractor Registration (CCR) database and have completed the Online Representation and Certification Application (ORCA). The Offeror shall complete the remaining representations and certifications listed in Section K. The Offeror shall include the company name on the bottom margin of each page.

L.16.4 VOLUME 4: SMALL BUSINESS SUBCONTRACTING PLAN

Offerors shall submit a small business subcontracting plan pursuant to FAR 19.708(b)(1) and DOSAR 652.219-70(a). In completing their respective plans, Offerors shall follow the instructions provided in FAR 52.219-9(d) (Small Business Subcontracting Plan), including Alternate II of the clause.

**L.16.4.1 DEPARTMENT OF STATE SUBCONTRACTING GOALS – DOSAR 652.219-70
(APR 2004)**

(a) The Offeror shall provide a Small, Small Disadvantaged, Small Woman-Owned, HUBZone Small, and Service-Disabled Veteran-Owned Small Enterprise Subcontracting Plan that details its approach to using Small, Small Disadvantaged, Small Woman-Owned, HUBZone Small, and Service-Disabled Veteran-Owned Small Business Enterprises.

(b) For the fiscal year 2012 the Department's subcontracting goals are as follows:

(1) Goal for subcontracting to SB: 55%

(2) Goal for subcontracting to SDB: 5%

(3) Goal for subcontracting to SWB: 5%

(4) Goal for subcontracting to HUBZone Firms: 3%

(5) Goal for subcontracting to SDVO: 3%

(6) Omnibus goals (if applicable):

(i) 10% to minority business

(ii) 10% to small business

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1 (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR: www.acquisition.gov/far

DOSAR: www.statebuy.state.gov/dosar

Clause	Title	Date
52.217-5	Evaluation of Options	Jul 1990

M.2 NUMBER OF AWARDS

The Government intends to award a single IDIQ contract resulting from this solicitation. However, the Government reserves the right to make multiple awards.

M.3 BASIS FOR AWARD

The Government will use the best value-tradeoff source selection process, as defined in Federal Acquisition Regulation (FAR) 15.101-1 (Tradeoff Process).

Award will be made to the Offeror that:

1. Is deemed responsible in accordance with FAR Subpart 9.1;
2. The proposal conforms to the solicitation's requirements; and
3. The proposal is determined to provide the best value to the Government.

The proposal offering the best value is the one that is most advantageous to the Government, price and other non-price factors considered. Such an offer may not necessarily be the one offering the lowest price or receiving the highest non-price rating.

For this solicitation, all evaluation factors other than price, when combined, are significantly more important than price. Award will not be automatically determined by numerical calculation or formula relationship between the non-price factors and price. As non-price factors, when combined, become more equal, the evaluated price rises in importance and may become the determining factor.

The Contracting Officer (CO) will determine what trade-off between the non-price factors and price promises the best value to the Government, price and other factors considered.

M.4 EVALUATION FACTORS

The Government will conduct its evaluation using the following factors and subfactors:

Factor 1: Technical Approach to BLiSS (All Sites)

- a. Sample Staffing Plan
- b. Sample Transition Plan
- c. Sample Food Operations Plan
- d. Sample Fuel Operations Plan

Factor 2: Technical Approach to PMO

- a. Key Personnel
- b. Sample Program Management Plan
- c. Sample Cost Control Plan
- d. Sample Quality Control Plan

Factor 3: Relevant Experience

Factor 4: Past Performance

Factor 5: Price

Factors 1 through 4 are listed in descending order of importance. All subfactors are of equal importance. Factors 1 through 4 are significantly more important than factor 5 (Price).

After completion of the evaluations, the Government will make a determination as to which Offeror(s) provide the best value to the Government in terms of non-price factors and price. At this stage, the non-price factors as a whole are significantly more important than price.

The non-price factors and ratings are described in Sections M.10.1 and M.10.2, respectively, and the price factor is described in Section M.10.3.

M.5 ELIGIBILITY FOR AWARD

TO BE CONSIDERED FOR AWARD OF THIS CONTRACT, interested Prime Offerors must possess, at the time of proposal submission, a Defense Security Service (DSS) Secret facility clearance (FCL), issued in accordance with the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

All entities proposing a joint venture (JV) for this effort must already possess their own individual FCL at the Secret Level or higher. A JV which contains *any* uncleared firms will not be eligible for award. If selected, DoS will sponsor the JV itself for a Secret FCL. The contract will not be awarded until the JV has been issued a Secret FCL.

This is a pass/fail evaluation. Offerors that do not meet the security clearance requirement will not be further evaluated. DOS will not sponsor any firm for a facility clearance for this solicitation due to the performance time constraints. Offerors must submit their appropriate Commercial and Government Entity (CAGE) Code with the required qualification documentation.

In addition, if the Offeror proposed Iraqi subcontractor(s), evidence must be provided that each Iraqi subcontractor possess a business license and include letters from the Government of Iraq (GOI) Ministry of Trade and Ministry of Finance Customs Directorate, which states the proposed subcontractor is in good standing.

Offerors are required to meet all solicitation requirements, such as terms and conditions, and non-price and price instructions in Section L. Failure to substantially comply with all solicitation requirements may result in the Offeror being removed from award consideration.

The Government may also reject a proposal that is evaluated to be unrealistic in terms of technical requirements, including terms and conditions, and price, such that the proposal reflects an inherent lack of competence or failure to comprehend the overall requirements of the solicitation.

The determination of Offeror responsibility will be made by the CO and will be assessed on a pass/fail basis. The Government will make determinations of responsibility in accordance with FAR Subpart 9.1 (Responsible Prospective Contractors) by using information provided in the Business Volume, Recruitment and Housing Plan if applicable (See H.70), and information available from other sources. The Government also reserves the right to determine the responsibility of subcontractor Offeror(s). The Government reserves the right to conduct a Pre-Award Survey of the Offeror or its subcontractor Offeror(s) to assist in the CO's responsibility determination.

M.6 AWARD PROCESS

The Government intends to make award without discussions on the basis of initial proposals received. However, the Government may elect to make award with discussions if it is determined to be in the Government's best interest.

If the Government elects to make award with discussions, it reserves the right, before requesting a final proposal revision, to:

1. Limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals;
2. Make more than one competitive range determination;
3. Conduct more than one round of discussions; and
4. Conduct more than one round of proposal revisions.

M.7 SOLICITATION AMENDMENT

The Government reserves the right to amend the terms and conditions of the solicitation at any time before or after receipt of proposals. If the Government amends the solicitation, the Government will so advise all parties receiving the solicitation (if the amendment is issued before the established time and date for receipt of proposals) or all Offerors that have not been eliminated from the competition (if the amendment is issued after the established time and date for receipt of proposals).

M.8 EVALUATION SUPPORT

The Government may use contractors and other Federal Agencies subject matter experts (SME) to assist as non-voting members in the evaluation of proposals. These contractors will have access to any and all information contained in the Offerors' proposals, but will be subject to appropriate conflict of interest, standards of conduct, and confidentiality restrictions.

M.9 USE OF SUPPORTING INFORMATION

In conducting its evaluation of proposals, the Government reserves the right to utilize all information available at the time of evaluation. The Government may rely on information contained in its own records (such as Government audit agencies), commercial sources (such as Dun and Bradstreet Reports) and information publicly available (such as articles contained in periodicals). If information obtained through other sources substantially disagrees with what was provided in the Offeror's proposal, the Offeror will be given an opportunity to address the inconsistencies.

M.10 EVALUATION

M.10.1 DESCRIPTION OF NON-PRICE FACTORS

The description of the non-price factors is as follows:

M.10.1.1 SAMPLE TASK ORDER PROPOSAL– EXHIBIT A AND A.1 --TECHNICAL APPROACH TO BLISS

The Government will evaluate the degree to which the Offeror addresses the work requirements and objectives specified in the Sample Task Order Requests for Life Support Services and in their proposed performance work statement (PWS) for each specific site. The Offeror's proposed approach must demonstrate how objectives and requirements set forth in the SOO will be achieved. As part of this evaluation, the Government will examine the quality of each plan provided by the Offeror as follows:

M.10.1.1.1 SAMPLE STAFFING PLAN

The Offeror shall adequately describe the organizational structure and the qualified labor mix and number for each separate task requirement, demonstrating how the proposed staffing will be consistent with the proposed technical approach. The Government will specifically evaluate the Offeror's proposed approach to recruiting, hiring and training LNs, and the extent the Offeror commits to both a short term and long term engagement of a significant number of such employees for the purpose of short term and long term performance on this contract. Offerors shall begin with a baseline of 50% LNs of the Offeror's proposed total workforce. This number is made up of badged contractor personnel, whether prime or subcontractor, in Basrah and IZ, including prime, subcontractor, and vendor personnel which will be issued a Government identification badge to access a Government site to provide services and supplies at the start of the base year for Basrah and IZ. In addition, the Government will evaluate the Offeror's proposed Recruitment Plan and Housing Plan for Third Country Nationals, if provided; the Government will review the adequacy of the plan to ensure it meets all compliance requirements as stated in Provision H.70 and elsewhere.

M.10.1.1.2 RESERVED

M.10.1.1.3 SAMPLE QUALITY ~~CONTROL~~ ASSURANCE PLAN

The Government will evaluate the degree to which the Offeror's proposed approach addresses quality of all BLiSS services under this contract as follows:

- The methodologies the Offeror intends to employ to assure the quality, accuracy and completeness of the BLiSS services;
- How the Offeror will monitor contract performance and compliance, when and how corrective actions will be implemented, and how corrective action will be documented and used to prevent recurrences;
- The responsibilities of the different levels of management and supervision in the quality review system;
- How quality systems/procedures will be documented and archived;
- The Contractor's drug policy and how it intends to utilize a drug testing policy during recruiting and selecting of all personnel, and later on a routine random basis during the life of the contract;
- The performance metrics, standards of performance, and methods of review and reporting.
- All reporting in periodic program reviews;
- The degree in which the QAP will be used to meet the delivered requirements of the contract.

M.10.1.1.4 SAMPLE TRANSITION PLAN

The Government considers a smooth transition and continuity of services to be critical. The Offeror must illustrate the approach to successfully transition all life support services

requirements from the current incumbent. The Sample Transition Plan for Sample Task Order will be evaluated to determine the degree to which:

- a) The ability of the Offeror to recognize the tasks that will be performed during transition. If the Offeror is the incumbent, the Sample Transition Plan will be evaluated on how the Offeror will make the transition to the new contract, including any work requirements or terms and conditions that did not appear in the incumbent's current contract.
- b) The Offeror's complete description of the deployment plan phased ~~mobilization~~ activities that occur between the task order award (or notice to proceed) and the start (full assumptions of all duties) of contractor operations for all BLiSS requirements. The description demonstrates that the Offeror has a comprehensive understanding of the activities that must be successfully performed prior to beginning contractor operations; and a clear roadmap that demonstrates the Offeror's capability of assuming full BLiSS responsibilities upon completion of the transition period.

M.10.1.2 TASK ORDER PROPOSAL– EXHIBIT A1--TECHNICAL APPROACH TO PMO

The Government will evaluate the Offeror's proposed approach of the PMO organization and structure demonstrating effective program management of the contract for all sites country-wide in Iraq. The Program Management Plan shall address requirements and delivery of the Government's program outcomes. The Government will examine the quality of key personnel and associated plans provided by the Offeror as follows:

M.10.1.2.1 KEY PERSONNEL (PMO)

The Government will evaluate Key Personnel resume's as they meet or exceed the qualification requirements as listed in provision L.16.1.5.1. At the IDIQ level, the Offeror's key personnel resumes are required and must include direct experience, training and skills.

M.10.1.2.2 SAMPLE PROGRAM MANAGEMENT PLAN (PMP)

The Offeror's proposed PMP for the overall IDIQ contract must describe the program management structure, roles and responsibilities, techniques and methods, which demonstrates: proper planning; oversight; assessment; risk management; communication and control; and tie-ins to other sample plans that provide continuous improvements over time at the IDIQ contract level and for which flows down to task orders for BLiSS services.

M.10.1.2.3 SAMPLE FOOD OPERATIONS PLAN

The Government will evaluate the degree to which the Offeror's proposed plan, approach, organization structure, and systems address the following in the performance on this contract:

- Food services transition
- Timeline

- Organization structure,
 - Staffing organization
 - Significant subcontractors, vendors, suppliers, if used, with a description of their role.
- Approach to “reduced operations”
- Conceptual set-up for cafeterias and snack bars, and alternative food systems proposed
- Approach to food service management
- Approach to financial management,
- Notional IT system enterprise-wide support architecture
 - using COTS products wherever possible,
 - system requirements and limitations;
 - specific examples of where a similar proposed system is in full operation, as available.
- Customer service standards;
- Food worker health and sanitation standards;
- Performance metrics;
- Notional safety and training plans;
- Tie-ins to Sample Staffing Plan;
- Tie-ins to Quality Control Plan;
- Tie-ins to PMO Task Order response (metrics and reporting);
- Identified risks and their recommended mitigation

M.10.1.2.4 SAMPLE FUEL OPERATIONS PLAN

The Government will evaluate the degree to which the Offeror’s proposed plan addresses the following in the performance of this contract [as addressed in the Fuel SOO](#):

- [Transition timeline or high level project plan, to include transitioning from LOGCAP contractor, and transitioning to a fuel supply chain management that relieves DLA and DOS contractors of requirements to provide fuel and associated reporting.](#)
- [Knowledge of current Iraq efforts \(government and commercial\) to advance provisioning refined fuel products within the country.](#)
- [Knowledge of USG requirements to purchase fuel, to include required relationships between USG and GOI and the role of the BLiSS contractor in facilitating communications so that a steady supply of fuel is provided to DOS sites in Iraq. Potential risks should be addressed and recommendations to mitigate risks should be provided.](#)
- Organization structure,
 - [Staffing organization in the PMO providing supply chain management for fuel.](#)
 - [Staffing outside the PMO as required \(e.g. purchasing agents operating in Iraq or other countries; support staff at other DOS sites\)](#)
 - [Significant subcontractors, vendors, suppliers, if used, with a description of their role.](#)
 - [Relationship and coordination with DOS at BEC and at DOS sites.](#)
 - [Relationships and coordination with appropriate GOI ministries and offices.](#)

- Relationships with authorized vendors and distributors.
- Approach to financial management
- COTS real time tracking software. As part of the PMO, identify the proposed system, the functionalities available, and any functionality identified in the SOO that may need modification or development, along with an estimate on timeframe and cost.
- A list of vendor agreements in support of this proposal
- Any approvals, contracts, licenses and other permits that may be required in order to purchase and deliver fuel to DOS sites in Iraq. Copies should be provided with proposal, or at least a list of requirements Offeror has identified with the steps and timeframes that are expected. (In the Transition Timeline/Plan, such permits may be addressed as milestones or dependencies as appropriate.)
- Quality Control standards;
- Performance metrics;
- Safety standards and controls;
- Notional safety and training plans;
- Tie-ins to Sample Staffing Plan;
- Tie-ins to Quality Control Plan;
- Tie-ins to PMO Task Order response (metrics and reporting) and associated supply chain management;
- Identified risks and their recommended mitigation

M.10.1.2.5 SAMPLE COST CONTROL PLAN (CCP)

The Government will evaluate the degree to which the Offeror employs cost control techniques and methodologies in order to ensure cost control of cost reimbursable items, subcontracts and labor hour type services overall under this IDIQ contract, The Government will evaluate the Offeror's proposed system and approach that monitors and controls key costs, utilizes local purchasing, and the degrees to which may provides cost reductions over time with relatively no reduction in service quality.

The CCP will specifically review the following:

- The methodologies the Offeror intends to employ to ensure the reimbursable costs are segregated and tracked at task order line item level for reasonableness, allowability and allocability;
- How the Offeror will monitor, measure, control and implement methods to reduce costs over time on cost reimbursement of equipment, supplies, materials, and subcontracts including the increased use and purchase from the local labor and supply markets;
- The responsibilities of the different levels of management and supervision in the cost control system;
- How cost control systems/procedures will be documented and archived;
- Include performance metrics, standards of performance, and methods of review and reporting.
- How the CCP will be used to meet the delivered requirements of the contract;

- Purchasing locally and regionally may help defray the logistic costs for consumables, materials, services and equipment.

M.10.1.3 RELEVANT EXPERIENCE

The Government will use Relevant Experience information to assess Offeror capability to perform same or similar work in a similar environment. Relevant is determined to be government contracts providing logistics and life support services to a government agency overseas in a similar environment with situational similarity (i.e. regional infrastructure, economic conditions, political systems, barriers to performance). Consideration will be given to similarity of service performed in hostile, austere and remote conditions.

The Government will consider program complexity, environmental conditions, economic infrastructure, magnitude of effort, contract scope and type, and schedule.

Relevant experience of a similar nature by the prime or partners (to include vendors and subcontractors) conducted in Iraq will be considered more relevant than work performed in another country. However, work performed in Iraq is not a requirement.

The Government will also consider risk mitigation proposals as provided.

If no relevant experience is provided, the evaluation will be “Neutral”.

M.10.1.4 PAST PERFORMANCE

The Government will use past performance information, including the responses to the questionnaires (Section J Exhibit C), to primarily assess the capability of the Offeror (including proposed subcontractors, key personnel, and senior management).

Present and Past Performance shall be evaluated as a measure of the Government’s confidence in the offeror’s ability to successfully perform based on previous and current contract efforts.

Past Performance will be determined to be relevant if the performance involves work that is the same or similar to the services being procured under this Solicitation and has been performed within the last 5 years.

In determining relevance, consideration will be given to the similarity of the service performed in hostile, austere, and remote locations; complexity; technology; magnitude of effort; contract scope and type; and schedule.

Past performance and experience of similar nature by the prime and/or partners (vendors, subcontractors) conducted in Iraq will be considered more relevant than work performed in another country. However, work in Iraq is not a requirement.

The Government will also use existing databases (e.g. FAPIIS) and available reports (e.g. Inspector Generals of State and other agencies) to further evaluate past performance.

M.10.1.5 RESERVED

M.10.1.6 RESERVED

M.10.1.7 SMALL BUSINESS SUBCONTRACTING PLAN

This is a pass/fail evaluation. Offerors will not be penalized for not meeting the goals in provision L.16.4.1. In accordance with H.53, the small business base in which the 55% is calculated will be established based on the remaining available subcontract dollar value where subcontract requirements cannot be fulfilled by the local Iraqi Nationals. . The Government will review the Small Business Subcontracting Plan to determine if it:

1. Demonstrates that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance;
2. Identifies procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns;
3. Otherwise complies with the requirements of FAR 19.704 and FAR 52.219-9(d).

M.10.2 RATINGS OF NON-PRICE FACTORS

The Government will evaluate the non-price factors using an adjectival rating system. The Government will assign an adjective, as defined below, based on the Offeror's ability to support the Government's non-price requirements. Once the adjective is assigned for each area, an overall adjectival score will be assigned for the Offeror's non-price proposal(s).

M.10.2.1 RATINGS OF NON-PRICE FACTORS (EXCEPT RELEVANT EXPERIENCE AND PAST PERFORMANCE)

<u>Rating</u>	<u>Description</u>
Excellent --	The proposal/section exceeds specified requirements in a way that is deemed beneficial to the agency. It is possible for a proposal or section to have less than excellent marks and still be deemed "Excellent" by the Government based upon the overall strength of the proposal or section.

Satisfactory--	The proposal/section meets specified requirements necessary for acceptable contract performance. Weaknesses, if any, are minor or considered easily correctible and may be offset by strengths.
Marginal--	The proposal does not meet some specified requirements necessary for acceptable contract performance. There are weaknesses, and they may not be correctable.
Unsatisfactory--	The proposal fails to meet specified requirements. There are significant weaknesses and/or deficiencies.
Pass/Fail Evaluation--	The proposal meets or does not meet the requirement as described.

Note: Weakness and Deficiency are defined in FAR 15.001 (Definitions).

M.10.2.2 RATINGS OF RELEVANT EXPERIENCE AND PAST PERFORMANCE

<u>Rating</u>	<u>Description</u>
Significant Confidence	The Offeror's record provides little doubt that the Offeror will successfully provide a product that meets or exceeds the requirements. No or limited Government intervention is expected to be required in obtaining the required performance.
Confidence	The Offeror's past performance record indicates the Offeror can successfully provide performance that meets the requirements. Some Government intervention is expected to obtain required performance. Offeror may have relevant experience but may not have highly relevant experience in Iraq.
Neutral	The Offeror has no relevant experience and/or Past performance record. A review was unable to identify any relevant past performance information (see FAR 15.305). This is a neutral rating. It does not hinder nor help the Offeror.
Little Confidence	The Offeror's past performance record provides substantial doubt that the offer will successfully provide performance that meets the requirements. Substantial Government intervention is expected to be required in obtaining the required performance._

M.10.3 PRICE EVALUATION

The principal basis for evaluating price as a factor for award under this solicitation will be an evaluation of the offerors' respective overall proposed prices submitted in Pricing Table 1.

The Government will conduct an evaluation to determine ultimately that the final agreed-to price from Pricing Table 1 is fair and reasonable. In doing so, the Government will examine the completeness, accuracy, and reasonableness of all offerors' proposed prices and estimated costs in Pricing Table 1.

The Government will use one or more of the proposal analysis techniques stipulated in FAR 15.404 to conduct the evaluation.

The Government will use the RFP-specified estimated quantities and travel costs as needed in Pricing Table 1 for price evaluation purposes only. The Government does not commit to order or payment of these quantities and dollar amounts, respectively.

However, the applicable pricing information proposed in Pricing Table 1 (i.e., fuel fixed unit prices, provisional billing indirect cost rates, and ceiling indirect cost rates) will be used as the awarded pricing information if award is made without discussions, or will be used as the basis of negotiation if award is made with discussions.

M.11 EVALUATION OF PERFORMANCE YEAR OPTIONS

The Government will evaluate offers for contract award purposes the total proposed price for the base period and all option periods. Evaluation of options will not obligate the Government to exercise the option(s).

M.12 TASK ORDER

The Government intends to award all Task Orders as requested under Exhibit A. However, the Government does not commit to awarding any task orders.

The Government intends to award the PMO task order as the first task order, concurrently with the IDIQ contract.

M.13 ORAL PRESENTATION

The Government reserves the right to conduct Oral Presentations in accordance with FAR 15.102 with those Offerors who are in the competitive range. If the Government exercises this right, Offerors in the competitive range will be required to travel to the presentation site on the date set by the Government to give an oral presentation to augment their proposal at no cost to the Government.

END OF SOLICITATION